

3524 East 4th Avenue Hutchinson, KS 67501

PH: (620) 662-6693 FAX: (620) 662-7586 www.superiorboiler.com

## **LIMITED WARRANTY**

Superior warrants all equipment manufactured by it and bearing its nameplate to be free from defects in workmanship and material, under normal use and service within one year from the date the equipment is first placed in use for any purpose, temporary or otherwise, or eighteen (18) months from the date of completion, whichever shall be less. Except where a different expressed written warranty has been issued, no warranty of any kind, express or implied, is extended by Superior to any person or persons other than its direct buyer.

Superior shall have no responsibility for the performance of any product sold by it under conditions varying materially from those under which such product is usually tested under existing industry standards, nor for any damage to the product from abrasion, erosion, corrosion, deterioration or the like due to abnormal temperatures or the influences of foreign matter or energy, nor for the design or operation of any system of which any such product may be made a part or for the suitability of any such product for any particular application. Superior shall not be liable for any cost or expense, including without limitation, labor expense, in connection with the removal or replacement of alleged defective equipment or any part or portion thereof, nor for incidental or consequential damages of any kind. Any substitution of parts not of Superior's manufacture or not authorized by Superior, or any modification, tampering, or manipulation of Superior's product shall void any and all warranties. Alteration of any parts without express written permission of Superior for a purpose other than that intended shall void any and all warranties. Under no circumstances shall Superior's liability exceed the amount paid to Superior for the original equipment.

It is the owner's responsibility to operate the boiler safely and to follow procedures to ensure proper care and maintenance as per the operations and maintenance manual. This warranty is contingent upon proper evidence that the installation is recorded at the factory; is consistent with Manufacturer's design, operation and maintenance recommendations and meets local codes.

The foregoing warranties shall not apply to products or parts not manufactured by Superior.

THIS LIMITED WARRANTY IS GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE, COUNTRY, JURISDICTION, OR PROVINCE IN WHICH THE PRODUCT WAS ORIGINALLY PURCHASED. THE LIMITED WARRANTY TERMS CONTAINED IN THIS STATEMENT, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT, OR MODIFY BUT ARE IN ADDITION TO THE MANDATORY STATUTORY RIGHTS APPLICABLE TO THE SALE OF THIS PRODUCT TO THE PURCHASER. OUTSIDE THE UNITED STATES AND CANADA AND TO THE EXTENT SUCH WARRANTIES, TERMS AND CONDITIONS CANNOT BE DISCLAIMED AND ARE PERMITTED BY APPLICABLE LAW, SUPERIOR LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES AND CONDITIONS TO EIGHTEEN (18) MONTHS OF SHIPMENT FROM THE FACTORY OR TWELVE (12) MONTHS FROM STARTUP, WHICHEVER COMES FIRST. THIS LIMITED WARRANTY GIVES THE PURCHASER SPECIFIC LEGAL RIGHTS, AND THE PURCHASER MAY HAVE OTHER LEGAL RIGHTS, WHICH MAY VARY BY STATE, COUNTRY, JURISDICTION, OR PROVINCE.

There are no express or implied warranties which extend beyond those contained herein.

**NOTE**: All new boilers must be boiled out or Superior Boiler will void the warranty.

<u>NOTE</u>: WARRANTY VALIDATION: Field start-up report <u>must</u> be completed, dated and signed, then returned to Superior Boiler, 3524 East 4<sup>th</sup> Avenue, Hutchinson, KS 67501, ATTN: Sales Department to validate warranty.