



## LIMITED WARRANTY

**COSMOGAS SRL** extends the following limited warranty to the original purchasing consumer. This warranty cannot be transferred or assigned and is in effect only if the product remains at the place of original installation.

### LIMITED WARRANTY

**COSMOGAS** hereby warrants that if any part fails due to defects in materials or workmanship within one year from the date of original installation, **COSMOGAS** shall repair or replace, at its' option, free of charge, (labor cost not included), F.O.B. from its' national distribution center located in Middletown, Connecticut, any part or parts of the heater which in **COSMOGAS** sole judgment are found to be defective; and providing further that the said part or parts be returned as provided below within one, (1), year from the date of original installation. Replacement parts are warranted only for the balance of the original warranty period.

### HEAT EXCHANGER LIFETIME LIMITED WARRANTY

**COSMOGAS** will provide a replacement heat exchanger according to the following terms, should the heat exchanger fail due to defects in materials or workmanship to the original homeowner from the day of installation. In the first 5 years, **COSMOGAS** will repair or replace the heat exchanger as stipulated under our "Limited Warranty". During the sixth year and forward years of installation, **COSMOGAS** will provide a replacement heat exchanger for a cost of one half of the then prevailing manufacturer's suggested "Retail List Price". The consumer is responsible for freight and labor charges incurred in the removal of the

defective heat exchanger and the installation of the new heat exchanger.

Replacement heat exchanger are warranted only for the balance of the original warranty period. If a suitable heat exchanger should not be available, the heat exchanger allowance may be applied towards the purchase of a new **COSMOGAS** heater.

### CONDITIONS

The foregoing warranty shall be null and void, unless all of the following conditions have been fully satisfied:

- 1) The heater must be installed by a licensed qualified heating contractor in accordance with the installation instructions supplied with the heater.
- 2) The heater has been used only for the purpose for which it was designed, and has at all times been operated within its rated capacity.
- 3) The heater has been properly operated, additionally; the heater must have been serviced only by a licensed heating contractor.
- 4) The Warranty Registration Card is completed and mailed to **COSMOGAS**.

### EXCLUSIONS

This warranty is limited to the foregoing, and does not cover or apply to any of the following:

- 1) Heaters installed or operated outside of the United States of America and Canada, or heaters removed from the original installation site.
- 2) Heaters which were not installed by a licensed qualified heating contractor.
- 3) Heaters which were not serviced by a licensed qualified heating contractor.
- 4) Heaters which were not properly installed by the installing contractor.

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5) Heaters which have not been properly serviced and maintained, or have been operated beyond their capacity, or have been structurally altered.

6) Heaters which have been damaged as a result of improper operation. For example, heaters operated with insufficient water were allowed to freeze, subjected to flood conditions or operated with water conditions and/or fuels that caused damage to the unit.

7) Heaters which have been used in unusual service or for purposes for which they were not designed.

8) The cost of labor, material or other expenses incidental to the repair, installation or replacement of the heater or any warranted parts.

9) Heaters that have been damaged during shipping or installation.

10) Any personal injuries or damage to property resulting from the installation or the operation of the heater or the failure of the heater or any part thereof. The user assumes the risk of all such injuries or damage.

#### INSTRUCTIONS TO CONSUMER

In order to make a warranty claim, and before **COSMOGAS** obligation under this warranty commences, the consumer must:

1) Notify the installer, who in turn should notify the wholesaler promptly upon discovery of a condition believed to be caused by a defect in manufacture.

2) Make available for inspection by **COSMOGAS**, or its' representative, the heater or parts believed to be defective. No heaters or parts are to be shipped to **COSMOGAS** or

its representative without written authorization.

3) The replacement parts are warranted only for the balance of the original warranty period.

4) The replacement part only will be provided without charge. Labor costs are not included.

#### INSTRUCTIONS TO THE DEALER, SERVICEMAN OR CONTRACTOR

Defective parts must be returned to the nearest **COSMOGAS** Wholesaler. Do not return parts to **COSMOGAS** Factory. You must identify the part with:

- 1) The consumers name and address.
- 2) The Model and Serial Number of the Heater.
- 3) The date of installation.
- 4) Description of the defect of part returned.

If within warranty, the part will be replaced by the wholesaler.

This warranty is in lieu of all expressed and/or implied warranties of any kind. The remedies under this warranty as set forth herein, are at the exclusion of all others, (except as to the extent they are required by any applicable laws), and **COSMOGAS** neither assumes nor authorizes anyone to assume for it any other obligations. In no event shall **COSMOGAS** be liable for any remote or consequential damage of any nature no matter how arising or from any cause whatsoever, or any amounts in excess of the selling price of the heater or any parts found to be defective. Some states do not allow the exclusion of limitation of incidental or consequential damages, so the foregoing limitation or exclusion may not apply to you. In such cases, liability shall be limited to the extent allowed by state law.

WARRANTY N° \_\_\_\_\_

HEATER MODEL \_\_\_\_\_

DATE OF CONSTRUCTION \_\_\_\_\_

