



**MODCON Boiler
Limited Warranty**

Ten year warranty to assure your complete satisfaction.

HTP warrants each MODCON boiler to be free from defects in material and workmanship according to the following terms, conditions, and time periods. **UNLESS OTHERWISE NOTED THESE WARRANTIES COMMENCE ON THE DATE OF INSTALLATION.**

COVERAGE

A. During the first year after the date of installation, HTP warrants that it will repair or replace, at its option, any defective or malfunctioning component of the boiler that is found to have failed due to manufacturer's defect. Replacement parts will be warranted for ninety (90) days.

B. During the first through fifth year after the date of installation, HTP warrants that it will repair or replace, at its option, any defective boiler heat exchanger that is found to have failed due to manufacturer's defect. No other component of the boiler will be replaced during this period (with exception to the blower motor, which will have a limited warranty of three [3] years).

C. During the sixth through tenth year after the date of installation, HTP will repair or replace, at its option, any defective boiler heat exchanger found to have failed due to leaking at a cost to the purchaser equal to the following percentages of the manufacturer's list price in effect at the date of replacement:

| Year of Claim | 6 | 7 | 8 | 9 | 10 |
|------------------------------------|------|------|-----|------|------|
| Percentage to be Paid by Purchaser | 25 % | 50 % | 75% | 80 % | 90 % |

No other component of the boiler will be replaced during this period.

D. Should a defect or malfunction result in a leakage of water within the above-stated warranty periods due to defective material or workmanship, malfunction, or failure to comply with the above warranty, such as defects or malfunctioning having been verified by an authorized HTP representative, then HTP will replace the defective or malfunctioning boiler with a replacement boiler of the nearest comparable model available at the time of replacement. The replacement boiler will be warranted for the unexpired portion of the applicable warranty period of the original boiler.

E. If government regulations, industry certification, or similar standards require the replacement boiler or part(s) to have features not found in the defective boiler or part(s), you will be charged the difference in price represented by those required features. If you pay the price difference for those required features and/or to upgrade the size and/or other features available on a new replacement boiler or part(s), you will also receive a complete new limited warranty for that replacement boiler or part(s).

F. In the event of a leakage of water of a replacement boiler due to defective material or workmanship, malfunction, or failure to comply with the above warranty, HTP reserves the right to refund to the original purchaser the published wholesale price available at the date of manufacture of the original boiler.

G. If at the time of a request for service the purchaser cannot

provide a copy of the original sales receipt or the warranty card registration, the warranty period for the boiler shall then be deemed to have commenced thirty (30) days after the date of manufacture of the boiler and NOT the date of installation of the boiler.

H. This warranty extends only to boilers utilized in closed loop heating applications that have been properly installed based upon the manufacturer's installation instructions. The use of the boiler as a potable water-heating appliance shall void any coverage under this warranty.

I. It is expressly agreed between HTP and the original consumer purchaser that repair, replacement, or refund are the exclusive remedies of the original consumer purchaser.

OWNER'S RESPONSIBILITIES

To avoid the exclusion list in this warranty, the owner or installer must:

1. Maintain the boiler in accordance with the maintenance procedure listed in the manufacturer's provided instructions. Preventive maintenance can help avoid any unnecessary breakdown of the boiler and keep it running at optimum efficiency.
2. Maintain all related heating components in good operating condition.
3. Check all condensate lines to confirm that all condensate drains properly from the boiler.
4. Use the boiler in a closed system with a properly sized and installed thermal expansion tank.
5. Make provisions so if the boiler or any component part thereto should leak, the resulting flow of water will not cause damage to the area in which it is installed.
6. Operate the boiler at water pressures not exceeding the working pressure shown on the rating plate.

WARRANTY EXCLUSIONS

This limited warranty will not cover:

1. All labor charges incurred by any person in connection with the examination or replacement of parts claimed by the purchaser to be defective.
2. Any failed components of the heat system not manufactured by HTP as part of the boiler.
3. Boilers repaired or altered without the prior written approval of HTP.
4. Damages, malfunctions, or failures caused by improper maintenance, misuse, abuse, accident, fire, flood, freeze, lightning, acts of God and the like.
5. Any boiler not installed by a qualified heating installer/service technician.
6. Damages, malfunctions, or failures resulting from improper installation, failure to operate and maintain the boiler in accordance with the manufacturer's provided instructions, or failure to install the boiler in accordance with applicable building codes/ordinances, or good plumbing and electrical trade practices.
7. Any damage or failure of the boiler heat exchanger due to the accumulation of solid materials and lime deposits.
8. Any damage or failure caused by operating the boiler in a corrosive or contaminated atmosphere, including, but not limited to, sheetrock particles, plasterboard particles, dirt, or dust being introduced into the boiler or its components including, but not

limited to, the outside tubes of the heat exchanger.

9. Damages, malfunctions, or failures resulting from improper installation, failure to operate the boiler at pressures not exceeding the working pressure shown on the rating plate, or failure to maintain and operate the boiler in accordance with the printed instructions that accompany the unit.

10. Failure to operate the boiler in a closed system with a properly sized expansion tank.

11. Any damage or failure resulting from improper water chemistry. WATER CHEMISTRY REQUIREMENTS – Water pH between 6.5 and 8.5. Hardness less than 7 grains (120 mg/L). Chloride concentration less than 100 ppm (mg/L). TDS less than 500 ppm (mg/L).

12. Any damages, malfunctions, or failures resulting from the use of dielectric unions.

13. Components of the boiler that are not defective, but must be replaced during the warranty period as a result of reasonable wear and tear.

14. Components of the boiler subject to warranties, if any, given by their manufacturers. HTP does not adopt these warranties.

15. Service trips to teach you how to install, use, maintain, or to bring the boiler installation into compliance with local building codes and regulations.

16. Any boiler purchased from an unauthorized dealer or online retailer.

17. Failure to locate the boiler in an area where leakage of the water line connections or the combination temperature and relief valve will not result in damage to the area adjacent to the boiler or lower floors of the structure.

18. Failure or performance problems caused by improper sizing of the boiler, piping, expansion device, gas supply line, the venting connection, combustion air openings, electric service voltage, wiring, or fusing.

19. Damages, malfunctions, or failures caused by improper conversion from natural gas to LP gas or LP gas to natural gas.

20. Damages, malfunctions, or failures caused by operating the boiler with modified, altered, or unapproved parts.

21. Damages, malfunctions, or failures caused by subjecting the heat exchanger to pressures or firing rates greater than those shown on the rating label.

22. Damages, malfunctions, or failures resulting from the use of any attachment(s) not supplied by HTP.

23. Units installed outside the fifty states (and the District of Columbia) of the United States of America and Canada.

PROCEDURES FOR WARRANTY SERVICE REQUESTS

At the time a claim is filed, the purchaser must present a copy of the original sales receipt. Contact the retailer from whom the boiler was purchased for assistance. All alleged defective or malfunctioning parts must be returned to HTP via the local distribution channels where original purchase was made. NOTE: Any parts or heaters returned to HTP for warranty analysis will become the property of HTP and will not be returned, even if credit is denied. If all warranty conditions are satisfied, HTP will provide replacement parts to the retailer.

If you have questions about the coverage of this warranty, please contact HTP at the following address or phone number: HTP, 272 Duchaine Blvd., New Bedford, MA, 02745, Attention: Warranty Service Department, 1(800) 323-9651.

SERVICE, LABOR AND SHIPPING COSTS

This warranty does not extend to shipping charges, delivery expenses, or administrative fees incurred by the purchaser in repairing or replacing the MODCON boiler. This warranty does not extend to labor costs beyond the coverage specified in this warranty document.

LIMITATIONS OF YOUR HTP WARRANTY AND REMEDIES
THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM HTP'S NEGLIGENCE, ACTUAL OR IMPUTED. THE REMEDIES OF THE PURCHASER SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY OTHER REMEDIES INCLUDING WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SAID INCIDENTAL AND CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST PROFIT OR DAMAGES ALLEGED TO HAVE BEEN CAUSED BY ANY FAILURE OF HTP TO MEET ANY OBLIGATION UNDER THIS AGREEMENT INCLUDING THE OBLIGATION TO REPAIR AND REPLACE SET FORTH ABOVE. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES OR THIS LIMITATION WILL BE BINDING UPON HTP. UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED OFFICER OF HTP. THE WARRANTIES STATED HEREIN ARE NOT TRANSFERABLE AND SHALL BE FOR THE BENEFIT OF THE ORIGINAL PURCHASER OF A MODCON BOILER ONLY.

NO OTHER WARRANTIES

Your HTP warranty gives you specific legal rights, and you may also have other rights that vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages so this limitation or exclusion may not apply to you.

These are the only written warranties applicable to the MODCON boiler manufactured and sold by HTP. HTP neither assumes nor authorizes anyone to assume for it any other obligation or liability in connection with said MODCON boilers.

HTP reserves the right to change specifications or discontinue models without notice.