

Cleaver-Brooks

1-Year Limited Commercial Steam Boiler Warranty

Cleaver-Brooks, Inc. (the Company) warrants that at the time of shipment the Equipment manufactured by it shall be merchantable, free from defects in material and workmanship and shall possess the characteristics represented in writing by the company. The Company's warranty is conditioned upon the Equipment being properly installed and maintained and operated within the Equipment's capacity under normal load conditions with competent supervised operators and with proper water conditioning. Equipment, accessories and other parts and components not manufactured by the Company are warranted only to the extent of and by the original manufacturer's warranty to the Company; in no event shall such other manufacturer's warranty create any more extensive warranty obligations of the Company to the buyer than the Company's warranty covering Equipment manufactured by the Company.

THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, ORAL OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION OF THE EQUIPMENT OR THE PARTS OR THE SERVICES. THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE STATED HEREIN, AND TO THE EXTENT PERMITTED BY LAW, THERE ARE NO IMPLIED WARRANTIES OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PROVISIONS OF THE WARRANTY AS TO DURATION, WARRANTY ADJUSTMENT AND LIMITATION OF LIABILITY SHALL BE THE SAME FOR BOTH IMPLIED WARRANTIES (IF ANY) AND EXPRESS WARRANTIES.

This warranty is solely as stated above and does not apply or extend, for example, to expendable items; ordinary wear and tear; altered units; units repaired by persons not expressly approved by the Company; materials not of the Company's manufacture; or damage caused by accident, the elements, abuse, misuse, temporary heat, over-loading, or by erosive or corrosive substances or by the alien presence of oil, grease, scale, deposits or other contaminants in the Equipment.

Owner must make claim of any breach of any warranty by written notice to the Company's home office within thirty (30) days of discovering any defect. The Company agrees, as its sole option, to repair or replace, BUT NOT INSTALL, Ex Works Company's plant, any part or parts of the Equipment which within twelve (12) months from the initial date of operation but not more than eighteen (18) months from date of shipment shall prove to the Company's satisfaction (including return to the Company's plant, transportation prepaid, for inspection, if required by the Company) to be defective within the above Warranty. Any warranty adjustments made by the Company shall not extend the initial period set forth above. The warranty period for replacements made by the Company shall terminate upon the termination of the initial warranty period set forth above. Expenses incurred by Buyer in replacing or repairing or returning the Equipment or any part of parts will not be reimbursed by the Company. Any Warranty Adjustment(s) made by the Company shall not extend the warranty period set forth above.

The above Warranty Adjustment sets forth buyer's exclusive remedy and the extent of the Company's liability for breach of implied (if any) and express warranties, representations, instructions or defects from any cause in connection with the sale or use of equipment. THE COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR FOR LOSS, DAMAGE OR EXPENSE, DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF THE EQUIPMENT OR FROM ANY OTHER CAUSE WHETHER BASED ON WARRANTY (EXPRESSED OR IMPLIED) OR TORT OR CONTRACT, and regardless of any advice or recommendations that may have been rendered concerning the purchase, installation or use of the equipment.

Cleaver-Brooks, Inc.

Cleaver-Brooks Model Clearfire_Series _____ H.P. _____ Unit Number _____ Date of Shipment _____

Representative Organization: _____ Sales Engineer _____