



PeerlessBoilers.com

## The Peerless Pinnacle Oil Twelve Year Limited Warranty

### Effective June 1, 2006

#### ONE-YEAR WARRANTY

PB Heat, LLC, New Berlinville, Pennsylvania, hereinafter referred to as "PB Heat", warrants to the original owner of any Pinnacle Oil boiler, hereinafter referred to as "boiler", or boiler parts, at the original installation site, for a period of one year from date of installation, that the boiler and boiler parts supplied by PB Heat are free from manufacturing defects in materials and workmanship, when used under normal conditions and when such boiler has not been modified or changed in any manner after leaving the plant of PB Heat. If any boiler or boiler parts supplied by PB Heat are found to have manufacturing defects in materials or workmanship, such will be, at PB Heat's option, repaired or replaced by PB Heat. Notification of claimed defects are to be made in writing to PB Heat, giving full particulars in support of claim. PB Heat, may, at its option, examine and inspect the alleged defective boiler or boiler parts. PB Heat may request that the materials be returned to PB Heat at owner's expense for factory inspection. This warranty does not cover labor costs for removal and reinstallation of an alleged defective boiler or boiler parts.

#### SECOND THROUGH SEVENTH YEAR COVERAGE

PB Heat warrants to the original owner of any Pinnacle Oil boiler, at the original installation site, for the period of the second through seventh year from date of installation, that the heat exchanger is free from manufacturing defects in materials and workmanship, when used under normal conditions and when such boiler has not been modified or changed in any manner after leaving the plant of PB Heat. If the heat exchanger leaks and is found to have manufacturing defects in materials or workmanship during such period, such will be, at PB Heat's option, repaired or replaced by PB Heat. No other component of the Pinnacle Oil boiler will be replaced during the second through seventh years. Notification of claimed defects are to be made in writing to PB Heat, giving full particulars in support of claim. PB Heat, may, at its option, examine and inspect the alleged defect. This warranty does not cover labor costs for removal and reinstallation of an alleged defective boiler or boiler parts.

#### EIGHTH THROUGH TWELFTH YEAR COVERAGE

PB Heat warrants to the original owner of any Pinnacle Oil boiler, at the original installation site, for the period of the eighth through twelfth year from date of installation, that the heat exchanger is free from manufacturing defects in materials and workmanship, when used under normal conditions and when such boiler has not been modified or changed in any manner after leaving the plant of PB Heat. If the heat exchanger leaks and is found to have manufacturing defects in materials or workmanship during such period, such will be, at PB Heat's option, repaired or replaced by PB Heat 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	<u>8 &amp; 9</u>	<u>10&amp;11</u>	<u>12</u>
Percentage to be paid by purchaser	25%	50%	75%

No other component of the Pinnacle Oil boiler will be replaced during the eighth through twelfth years. Notification of claimed defects are to be made in writing to PB Heat, giving full particulars in support of claim. PB Heat, may, at its option, examine and inspect the alleged defect. This warranty does not cover labor costs for removal and reinstallation of an alleged defective boiler or boiler parts.

#### THESE WARRANTIES DO NOT COVER:

1. Component parts of the heating system not manufactured by PB Heat as part of the Pinnacle Oil boiler.
2. Workmanship of any installer of Pinnacle Oil boilers. This warranty does not assume any liability of any nature for unsatisfactory performance caused by improper installation.
3. Costs for labor for removal and reinstallation of an alleged defective boiler or boiler parts, transportation to PB Heat, and any other materials necessary to perform the exchange, except as stated above. Replacement material will be invoiced to the distributor in the usual manner and will be subject to adjustment upon verification of defect.
4. Any Pinnacle Oil boiler that has been damaged as a result of being improperly serviced or operated, including, but not limited to, the following: operated with insufficient water; allowed to freeze; subjected to flood conditions; operated with water conditions and/or fuels or additives which cause unusual deposits or corrosion in or on the heat exchanger; improper maintenance or subject to any other abuse or negligence.
5. Any Pinnacle Oil boiler that has been damaged as a result of natural disasters, including, but not limited to, lightning, fire, earthquake, hurricanes, tornadoes or floods.
6. Pinnacle Oil boilers used for any purpose other than domestic space heating or indirectly heating water for domestic usage.

#### CONDITIONS AND LIMITATIONS

The warranties set forth herein are subject to the following conditions and limitations:

1. If at the time of a request for service the purchaser can not provide a copy of the original sales receipt or warranty card registration then the warranty period for the Pinnacle Oil boiler shall be deemed to have commenced thirty (30) days after the date of manufacture of the Pinnacle Oil boiler and **NOT** the date of installation of the Pinnacle Oil boiler.
2. This warranty extends only to Pinnacle Oil boilers utilized in close loop heating applications for domestic space heating and/or heating domestic water with an indirect fired water heater that have been properly installed based upon supplier's installation instructions. The use of the Pinnacle Oil boiler directly as a potable water-heating appliance shall void any coverage under this warranty.
3. The purchaser shall have cleaned and maintained the Pinnacle Oil boiler in accordance with the owner's manual that accompanies the unit. At least every two (2) years a qualified and licensed contractor must inspect the Pinnacle Oil boiler to assure it is in proper working condition.

*See back for additional warranty information*

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4. All related heating components must be maintained in good operating condition.
5. All lines must be checked to confirm that all condensation drains properly from the unit.
6. The Pinnacle Oil boiler must have been installed by a heating contractor whose principal occupation is the sale and installation of heating equipment.
7. Before warranty claims will be honored, PB Heat shall have the opportunity to directly, or through its authorized representative, examine and inspect the alleged defective Pinnacle Oil boiler or boiler parts. The decision whether to repair or, in the alternative, replace boilers or boiler parts shall be made by PB Heat or its authorized representative.

**THESE WARRANTIES DO NOT EXTEND TO ANYONE EXCEPT THE FIRST PURCHASER AT RETAIL AND ONLY WHEN THE PINNACLE OIL BOILER IS IN THE ORIGINAL INSTALLATION SITE. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE.**

**ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED WITH RESPECT TO ALL PURCHASERS OR OWNERS. FAILURE TO RETURN THE WARRANTY CARD SHALL HAVE NO EFFECT ON THE DISCLAIMER OF THESE IMPLIED WARRANTIES.**

**ALL EXPRESS WARRANTIES SHALL BE LIMITED TO THE DURATION OF THIS EXPRESS LIMITED WARRANTIES SET FORTH HEREIN AND EXCLUDE ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES RESULTING FROM THE BREACH THEREOF. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. PRODUCTS OR PARTS OF OTHER MANUFACTURERS ATTACHED OR SOLD AS PART OF A COVERED BOILER ARE SPECIFICALLY EXCLUDED FROM THE WARRANTY.**

**THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. PEERLESS' FAILURE TO ENFORCE ANY TERMS OR CONDITIONS STATED HEREIN SHALL NOT BE CONSTRUED TO BE A WAIVER OF SUCH PROVISION.**

For prompt service, notify the original installer who, in turn, will notify the PB Heat distributor who supplied the boiler. If this does not result in prompt service, contact PB Heat, LLC at the address below with details in support of the warranty claim. Alleged defective parts must be returned in accordance with PB Heat's procedure currently in force for handling returned goods for purpose of determining cause of failure. PB Heat will furnish the new parts to an authorized distributor who will furnish the parts to the heating contractor who installed the boiler. For any questions about coverage of this warranty, contact PB Heat at the address below.

### **EXTENDED WARRANTIES**

Extended five and ten-year warranties for parts and labor for PB Heat® Pinnacle Oil boilers are available. This extended warranty program is administered by TAW, Inc. of Hickory, NC and fully insured by an insurance company rated A "Superior" by A.M. Best. If, for any reason, TAW goes out of business, this insurance company will take over the administration of all extended warranty contracts that were sold and administered by TAW, Inc. This program is sold directly to the installing contractor/dealer who, in turn, will sell it to the home or building owner. Extended warranty coverage is also available for certain boiler system accessories. The coverage on these accessories can be added to any new PB Heat boiler installations, only by the contractor/dealer who sells the boiler and the extended warranty contract.



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**PB Heat, LLC • PO Box 447 • New Berlinville, PA 19545-0447 • PeerlessBoilers.com**