



TERMS AND CONDITIONS

Covered Items: Upon receipt of payment of the contract price, the issuing Dealer through the Plan Administrator, will replace parts and furnish labor for same, necessary to maintain the specified product in operating condition, provided that such service is made necessary by product failure in normal residential use. The Plan Administrator, in consultation with the service contractor, shall determine whether a part is repaired or replaced under this Plan. Where replacement of a component is necessary, the replacement shall be of like kind and quality, either new or refurbished. The total limit of liability under this Plan shall be the actual cash value of the entire product, as purchased by the homeowner, at the time of the claim. This same limit of liability shall be honored whether the claim is made for a one-time occurrence or an accumulation of claims over the life of the contract. The parts liability under this Plan starts at the termination of the standard Burnham parts warranty for properly registered equipment. The labor liability under this Plan starts on the thirty-first day after product installation for properly registered equipment.

Repair service will be provided by the Dealer selling this Plan, providing that he is a current Burnham equipment dealer in good standing. In the event that the selling Dealer ceases to be a Burnham dealer in good standing, the Plan Administrator will appoint a new service contractor. The owner of this Plan may, at any time, choose a new authorized Burnham dealer to perform service under this Plan. All work under this Plan will be performed at the sight of original installation, except in the case where the Dealer deems it necessary to remove an item for repair at an off-site facility. Before starting repairs, the contractor may call the Administrator at (800) 824-5090 or (828) 345-6019 for verification of coverage.

This contract is between Burnham Hydronics, P.O. Box 3079, Lancaster, PA 17604, 1-888-432-8887, (herein after referred to as We, Us and Our) and You and provides coverage for the time stated.

The Winter Warmth Assurance Plan covers the entire Burnham boiler including all component parts supplied by Us as standard equipment. Residential boilers up to 500,000 BTUH input for gas and 2.1 GPH input for oil are covered by this Plan. Optional equipment as listed shall be covered against manufacturer's defects under the same terms as the Burnham boiler. Components or parts of the boiler that are found to be defective in material or workmanship are covered from the end of the Burnham standard warranty through the expiration of the term as indicated hereon. (Ten (10) years from date of boiler installation maximum.)

What is not covered: The following items are not covered under this Plan. Components furnished by the Dealer or homeowner that are part of the heating system and are not part of the boiler. This includes but is not limited to the following: water feeders, thermostats, relays, zone valves, fittings, filters, nozzles, orifices and external wiring, unless the optional coverage is purchased at the time of original purchase of the boiler for a specific item.

This Plan does not provide coverage for failures due to the following: operating the unit over or under the rated capacity; improper installation, abuse, field or unauthorized alterations to the standard unit, units installed in a structure that is not a residential dwelling, damage to the unit caused by improper service or operation, damage caused by unauthorized maintenance personnel, insufficient water supply, freezing, flooding, corrosion or erosion caused by water conditions, fuel or additives which cause abnormal deposits in the heat exchanger, damage caused by failure to follow the routine maintenance procedures as recommended by Burnham, interruption of fuel or electrical service, loss or damage caused by water, hail, fire, winds, lightning, or other acts of God, acts of war, any condition that is not considered as a defect in manufacturer's materials or workmanship, inaccessibility of the unit or component, consequential damages or delay in, rendering service due to unavailability of parts, nuisance calls. Maintenance needed to keep the product in good operating condition is not covered. This includes, but is not limited to, cleaning, tune-ups, adjustment of customer controls and customer product education. Additional or unusual utility bills incurred due to any malfunction or defect in equipment listed on the Plan are not covered. Labor, material, expenses or equipment required to comply with laws and/or regulations imposed or set forth by any government agencies are not covered by the Plan. Labor for diagnostics is not covered.

Agreement: This Plan is for the benefit of the original purchaser named hereon in the residence where it is originally installed. This Plan may be transferred to a new homeowner upon approval by the Plan Administrator. Contact the Plan Administrator to obtain transfer information. An administrative fee of \$10.00 may be charged.

Entire Agreement: This document sets forth the entire agreement between the parties and no representation, promise, or condition not contained herein shall modify these terms. This agreement becomes valid after receipt and approval by the Plan Administrator. This Plan is void if the Plan Administrator does not receive payment prior to service being requested for the product named hereon and/or the Plan is not registered by the issuing dealer in accordance with procedures set forth by Us and the Plan Administrator. Any representation of this Plan other than the terms herein is not binding on Us, the Administrator or our agents, nor shall they be liable for any incidental or consequential damages. This Plan gives you specific legal rights, and you may have other rights that vary from state to state. Any terms and conditions of this Agreement that are in conflict with the statutes of the state wherein it is issued are hereby amended to conform to those statutes.

Notes: Unauthorized repairs may void this Plan. Care and maintenance must be performed according to Burnham recommendations. The Plan Administrator reserves the right to have the covered components inspected at its own expense from time to time.

To obtain service: Call the issuing Dealer. If the issuing Dealer is not known, contact the Plan Administrator at (800) 824-5090.

The Plan Administrator is: CornerStone United, Inc., Eastway Plaza, 1899 Tate Boulevard, SE – Suite 2110 Hickory, NC 28602.

This Plan is insured by: Dealers Assurance Company, 3518 Riverside Drive, Columbus, Ohio 43221-0185, 1-800-282-8913, an "A" or better-rated insurance company and Administered by TAW, Inc. In the event that the Plan Administrator ceases to do business and you have a claim, you may file it with the insurer. Contact Burnham Hydronics for information on the claims filing process.