

TEN YEAR LIMITED WARRANTY

INSTINCT SOLO & COMBI CONDENSING GAS FIRED BOILER

1- LIMITED TWO YEAR WARRANTY ON ALL INSTINCT SERIES CONDENSING BOILER COMPONENT PARTS; LIMITED ONE YEAR WARRANTY ON IGNITER.

Triangle Tube/Phase III Co. Inc. (Triangle Tube) hereby warrants to the original user, that the Instinct Condensing Boiler to be free from defects in material or workmanship. Triangle Tube will repair, or at its option, replace the component part under the conditions explained below.

THE TWO YEAR LIMITED WARRANTY **excludes:**

- All labor charges asserted by any person in connection with the inspection, repair and/or replacement of parts claimed to be defective.
- All shipping costs of allegedly defective parts to and from Triangle Tube facilities.
- Malfunction of parts due to improper application, delivery, installation, maintenance or operation.
- Failures resulting from: abuse, accident, negligence, insurrection, riot, war, freezing, external damage of any kind or acts of God.
- Damage caused by hard water, scale build-up, excessive oxygenation or external leakage.

2- MID LEVEL EXTENDED WARRANTY

Triangle Tube further warrants to the original user that upon successful product registration, all Instinct Condensing Boiler Component Parts (except igniter) shall carry a five (5) year warranty and in addition will provide a labor allowance for the first two (2) years. Triangle Tube will repair, or at its option, replace the component part under the conditions explained below. The first two (2) year labor allowance will be provided according to the labor allowance schedule listed on our website and is subject to change at any time.

THE MID LEVEL EXTENDED WARRANTY **excludes:**

- All labor charges asserted by any person in connection with the travel, inspection and/or diagnostic replacement of parts claimed to be defective.
- All shipping costs of allegedly defective parts to and from Triangle Tube facilities.
- Malfunction of parts due to improper application, delivery, installation, maintenance or operation.
- Failures resulting from: abuse, accident, negligence, insurrection, riot, war, freezing, external damage of any kind or acts of God.
- Damage caused by hard water, scale build-up, excessive oxygenation or external leakage.

3- HIGH LEVEL EXTENDED WARRANTY

Triangle Tube further warrants to the original user that upon successful product registration and Triangle Tube issuing a "Certificate of Compliance" confirming combustion readings submitted by a competent installer, have been correctly set and checked using a calibrated combustion analyzer, all Instinct Condensing Boiler component parts (except igniter) shall carry a six (6) year warranty and in addition will provide a labor allowance for the first three (3) years. Certificate of Compliance will be issued within 4-6 weeks from receipt of combustion readings. Triangle Tube will repair, or at its option, replace the component part under the conditions explained below. The first three (3) year labor allowance will be provided according to the labor allowance schedule listed on our website and is subject to change at any time.

THE HIGH LEVEL EXTENDED WARRANTY **excludes:**

- All labor charges asserted by any person in connection with the travel, inspection and/or diagnostic replacement of parts claimed to be defective.
- All shipping costs of allegedly defective parts to and from Triangle Tube facilities.
- Malfunction of parts due to improper application, delivery, installation, maintenance or operation.
- Failures resulting from: abuse, accident, negligence, insurrection, riot, war, freezing, external damage of any kind or acts of God.
- Damage caused by hard water, scale build-up, excessive oxygenation or external leakage.

4- LIMITED TEN YEAR HEAT EXCHANGER WARRANTY

Triangle Tube further warrants, to the original user of the above Instinct Condensing Boiler, that the stainless steel fire tube heat exchanger shall be free of water leaks during normal use and service for a period of ten years from the date of purchase. In the event that a wa-ter leak should develop and occur within this limited warranty period due to defective material or workmanship, we will replace the heat exchanger with the nearest comparable model available at the time of replacement or repair same at our sole option and at no cost to the original user except as set forth below.

5- OWNER'S RESPONSIBILITIES:

Owners are responsible for selecting a qualified service provider in addition to,

- Following all instructions enclosed with the product.
- Retaining all bills of sale or receipts for proof of proper installation.
- Providing copies of all service and regular maintenance records.
- Contacting your installer or dealer as soon as any problem or defect is noticed.
- Installing a carbon monoxide detector and alarm in the room where the heating system is located, and another installed in the living area outside the bedroom(s). **We require that CO detectors with alarm be installed as CO is an odorless, colorless gas that often goes undetected.**

6- EXCLUSIONS AND LIMITATIONS

TRIANGLE TUBE SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES whether arising out of breach of warranty, breach of contract or otherwise.

THIS WARRANTY IS NOT TRANSFERABLE AND SHALL APPLY ONLY IF THE APPLIANCE,

- Is correctly installed by a qualified heating or plumbing contractor whose principal occupation is the sale and installation of plumbing, heating and/or air conditioning equipment and the product is installed and/or operated according to national, state or local plumbing, housing or building codes and to the installation and/or operating instructions contained in the installation manual provided with the unit. The install record, found in the installation manual, should be filled in and submitted to Triangle Tube by the installer/contractor;
- Is operated within the factory calibrated limits of temperature and pressure, and equipped with a new pressure relief valve at the time of installation bearing the listing of American Society of Mechanical Engineers (A.S.M.E); and
- Has been operated (a) utilizing the particular fuel for which it was designed and equipped, as set forth in Triangle Tube's installation and service manual, (b) at an input rate not in excess of the maximum input rate or less than the minimum input rate showing on the rating plate attached to the Appliance and with the appropriate automatic operating and limit controls (and adequate expansion tank properly maintained where applicable with the correct flue system installed according to the manual);
- Has been **serviced** on a periodic basis, **at least twice a year**, to assure that it is working properly and has had all repairs performed on it, as and when needed, by an experienced and qualified heating mechanic, registered plumber or oil dealer serviceman; and
- Annual service/maintenance record must be presented as part of claim, and
- Has adequate ventilation and a sufficient source of air, is not exposed to any unusual atmospheric conditions including, without limitation, exposure to foreign particles such as saw dust and exposure to chlorine or other corroding substances; and has used water which is not rusty, sandy, discolored and registers a pH reading of between six (6) and eight (8).

THIS WARRANTY IS VOID AND SHALL NOT APPLY IF:

- The Instinct Appliance is not installed in accordance with Triangle Tube's installation and operating manual by an experienced and qualified heating mechanic skilled in the installation of Triangle Tube equipment; or
- The failure or malfunction results from improper or negligent operation, accident, abuse, freezing, misuse, fire, flood, an act of God, unauthorized alteration or **improper repair or maintenance**; or
- The failure or malfunction results from failure to keep the boiler full of water, free to circulate at all time and with the boiler free of damaging water sediment or scale deposits; or
- The Instinct Appliance is used for non-potable applications such as direct pool or process heating; or
- The unit is used outside the United States, its territories or possessions, or Canada; or
- The failure or malfunction occurs on a component, control, air vent or component part not solely manufactured by Triangle Tube; or
- The system has not been cleaned prior to boiler installation. A thorough cleaning of the heating system, using approved system cleaning agents is required prior to installation of the Instinct Boiler. The system should be treated with an approved inhibitor for long term protection; or

8. Situating the Boiler in an unsuitable location or continuing use of the Boiler after onset of a malfunction or discovery of a defect; or
9. Improper electrical supply, and electrical failures of all kinds including power surges and lightning strikes; or
10. Combustion air contamination such as but not limited to gypsum board dust, sawdust, air impurities, sulfuric action or reaction, dust particles, corrosive vapors, oxygen corrosion and chlorine reactions; or
11. Fuel impurities, improper fuel mixtures, improper fuel or fuel / gas explosion.

THE FOLLOWING APPLY TO INSTINCT COMBI MODELS ONLY

12. The failure or malfunction results from failure to keep the unit free of damaging water sediment or scale deposits; or
13. Potable water is used in the unit with a chloride or chlorine content higher than 150 mg/liter (see and contact your local water distributor or supplier); or
14. Your home contains any type of water softener system and the unit is not **installed** and **maintained** in accordance with the manufacturer specifications.
15. **The Warranty does not cover:**
 - a. Production of noise, taste, odors, discoloration, accident or rusty water.
 - b. Incidental property damage, loss of use, inconvenience or other incidental or consequential costs.
 - c. Normal wear and tear.
 - d. Performance problems caused by improper sizing of the appliance, expansion device, or piping.
 - e. Failures caused by operating the Instinct Appliance in a corrosive or contaminated atmosphere.
 - f. Instinct Appliances moved from the original installation location.
 - g. Instinct Appliances that have had their rating labels removed.
 - h. Damage to any other building components or property due to water leakage, improper disposal or discharge of condensate and improper discharge of flue gas plumes.
16. **The failure or malfunction is the result of leakage/corrosion due to improper use of thread sealant and/or pipe fittings and fixtures with non ANSI standard threads.**

7- SHIPPING – ASSEMBLY - INSTALLATION

Any and all costs required to disassemble, remove, ship, reassemble and reinstall an Instinct Appliance or part there of are **NOT COVERED** under this warranty and shall be borne by the original user. Deliveries under this warranty may be contingent upon TriangleTube receiving shipments of equipment from outside the United States and Triangle Tube shall not be liable for any failure or delay in delivery due to any cause beyond its control.

8- GENERAL PROVISIONS

For prompt warranty service, notify the installer who, in turn, will notify the Triangle Tube distributor from whom he purchased the Instinct Appliance. Any component parts replaced under the Limited Two Year Warranty, Mid Level Extended Warranty, High Level Extended Warranty or any heat exchanger replaced under the Limited Ten Year Warranty shall only carry a warranty for the unexpired portion of the original warranty. If the original user cannot provide proof of purchase, the warranty shall begin from the date of manufacture as indicated by serial number.

THIS EXPRESSED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, GUARANTEES, AGREEMENTS, AND SIMILAR OBLIGATION OF MANUFACTURER WITH RESPECT TO THE REPAIR OR REPLACEMENT OF ANY SAME OR SIMILAR PRODUCT. TRIANGLE TUBE/PHASE III® NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ITS PRODUCT.

Any and all descriptions, specifications, instructions, drawings, samples or models furnished to the original user do not constitute express warranties.

This is our exclusive written warranty. It gives you specific legal rights, but you may also have other rights which vary from state to state.

How to register my Triangle Tube product:

1. To register your product please visit www.triangletube.com.
2. Click on "REGISTER PRODUCT" at the top of the page.

