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DISTRICT III

May 5, 2026

To:

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You are hereby notified that the Court has entered the following opinion and order:

2025AP123

Richard Enders v. Central Boiler, Inc. (L. C. No. 2021CV8)

Before Stark, P.J., Hruz, and Gill, JJ.

Summary disposition orders may not be cited in any court of this state as precedent or authority, except for the limited purposes specified in WIS. STAT. RULE 809.23(3).

Richard Enders appeals from an order granting summary judgment in favor of Central Boiler, Inc. Based upon our review of the briefs and record, we conclude at conference that this

case is appropriate for summary disposition. *See* WIS. STAT. RULE 809.21 (2023-24).¹ For the reasons that follow, we summarily affirm.²

The following facts are undisputed. At all times relevant to this case, Enders and his son-in-law, Joseph Krawze, lived across the street from one another. Enders had an outdoor wood-burning furnace on his property, which was used to heat both Enders' and Krawze's homes.

On November 8, 2014, "Joe Krawze Trucking" purchased a new wood-burning furnace manufactured by Central Boiler to replace the prior wood-burning furnace on Enders' property. Krawze paid for the furnace, and Enders later paid him back. Krawze purchased the furnace from Northern Power Sports, LLC, which, in turn, had purchased the furnace from Renewable Energies. Renewable Energies was an independent dealer for Central Boiler, but Northern Power Sports was not. Krawze chose to purchase the furnace from Northern Power Sports instead of Renewable Energies because he thought the sales representative from Renewable Energies was "an asshole."

¹ All references to the Wisconsin Statutes are to the 2023-24 version.

² We pause to note that Central Boiler's appellate brief does not comply with WIS. STAT. RULE 809.19(8)(bm), which requires a brief to "have page numbers centered in the bottom margin using Arabic numerals with sequential numbering starting at '1' on the cover." Our supreme court has explained that this pagination requirement "will match the page number to the page header applied by the eFiling system, avoiding the confusion of having two different page numbers." S. CT. ORDER 20-07, 2021 WI 37, 397 Wis. 2d xiii (eff. July 1, 2021). Additionally, we note that throughout its brief, Central Boiler refers to the parties by their party designations, rather than by name, in violation of RULE 809.19(1)(i). We admonish Central Boiler's counsel that future violations of the Rules of Appellate Procedure may result in sanctions. *See* WIS. STAT. RULE 809.83(2).

The furnace was delivered to Enders' property in November 2014. Both Enders and Krawze were present for the delivery. At the time of delivery, an owner's manual for the furnace was provided. The back page of the owner's manual informed the purchaser of a 1-year limited warranty "against defects in workmanship" and further stated that

[a]n optional 25-Year Warranty is available if a Limited Warranty Registration Form is completed and sent to Central Boiler within five (5) days of the original owner taking possession of the furnace AND provided that one thermostatic valve per set of supply and return lines is installed in the system.

Additionally, a sticker affixed to the furnace notified the purchaser of a "FREE 25 Year Limited Warranty" and stated, "To qualify for 25 Year Limited Warranty, furnace MUST be registered AT THE TIME OF PURCHASE."

The "Limited Warranty and Limited Warranty Registration Form" for the furnace (hereinafter, "the Warranty Form") stated in relevant part:

WARRANTY COVERAGE

Central Boiler's warranty obligations are limited to the terms set forth below:

[Central Boiler] warrants to the original owner ... Central Boiler Classic and E-Classic furnaces against defects in workmanship for a period of TWENTY-FIVE (25) YEARS from the date of original retail purchase, provided that the Limited Warranty Registration Form is completed and sent to Central Boiler within five (5) days of the original owner taking possession of the furnace; otherwise this Limited Warranty shall be for a period of ONE (1) YEAR from the date of original retail purchase.

....

Limited Corrosion Warranty. In addition to the 25 year limited warranty for defects in workmanship, Central Boiler warrants, to the original owner, the firebox/water jacket assembly of the Classic and E-Classic furnaces against failures caused by corrosion for TEN (10) YEARS from the date of original retail purchase,

provided the Limited Warranty Registration Form is completed and sent to Central Boiler within five (5) days of the original owner taking possession of the furnace; otherwise this limited corrosion warranty shall be null and void.

It is undisputed that Enders did not complete and return the Warranty Form to Central Boiler. Instead, Krawze signed and returned the Warranty Form on February 8, 2015. Thus, it is undisputed the Warranty Form was not “completed and sent to” Central Boiler within five days after Enders and/or Krawze took possession of the furnace in November 2014.

Enders began experiencing problems with the furnace in 2018, when he noticed that the furnace was leaking. He first contacted Central Boiler regarding these problems in March 2020. Central Boiler referred Enders to Schulz Heating and Cooling in Antigo, Wisconsin, and on June 17, 2020, the furnace was brought to Schulz Heating and Cooling for an inspection. The furnace was subsequently sent to Central Boiler in Greenbush, Minnesota, where it still remains, unrepaired. Enders ultimately purchased a new furnace from a different company.

On January 27, 2021, Enders filed the instant lawsuit against Central Boiler, asserting that Central Boiler “breached the express warranty concerning corrosion within the initial 5 years of the 10[-]year warranty period.” Enders also asserted that the warranty for the furnace was subject to the federal Magnuson-Moss Warranty Act (MMWA) and that, as a result, Enders was entitled to rescission, damages for loss of use, consequential and incidental damages, and attorney fees. Additionally, Enders asked the circuit court to “reform[] the name of the purchaser” of the furnace “to originally be” Enders, rather than Krawze.

Central Boiler moved for summary judgment on all of Enders’ claims. It argued that under the plain and unambiguous terms of the warranty, as set forth in the Warranty Form, if the original owner failed to return the Warranty Form to Central Boiler within five days of taking

possession of the furnace, coverage for defective workmanship was limited to one year and corrosion coverage was null and void. Central Boiler further asserted that neither Enders nor Krawze had returned a completed Warranty Form to Central Boiler within five days of the furnace's November 2014 delivery. Accordingly, Central Boiler argued that the warranty's coverage was limited to one year for defective workmanship and had therefore lapsed "several years before Enders even attempted to contact Central Boiler." Consequently, Central Boiler argued that Enders' claims for breach of express warranty and for relief under the MMWA failed as a matter of law. Central Boiler also argued that Enders' reformation claim was "irrelevant" because "[e]ven if the [circuit court] were to reform the relevant agreement to substitute Enders for Krawze, ... Enders['] other claims still fail as a matter of law."

In response, Enders did not dispute that the Warranty Form was not completed and returned within five days after the furnace was delivered. He asserted, however, that he should not be faulted for failing to return the Warranty Form within that five-day time frame because the form was not provided at the time of delivery. Instead, Enders asserted that Krawze did not receive the Warranty Form until February 8, 2015. Enders attributed that delay to Renewable Energies' failure to "sign the form to allow processing." He further argued that Krawze timely signed and returned the Warranty Form within five days of his receipt of that form.

The circuit court granted Central Boiler's motion for summary judgment. The court explained that, assuming that Enders qualified as the original owner of the furnace for purposes of the warranty, the undisputed facts showed that "[n]either Krawze nor Enders completed the warranty form and returned it to Central Boiler within five days of either Krawze or Enders taking possession of the furnace." As a result, "[t]he warranty lapsed several years before Enders first contacted Central Boiler." The court further explained that "[b]y intentionally

purchasing a furnace from a non-dealer, Krawze circumvented and essentially forfeited the opportunity for Central Boiler’s authorized dealer to discuss the extended warranty offer with him.” Consequently, the court concluded that “[t]he fact that ... Enders claims he did not receive a copy of the warranty at the time of delivery ... does not absolve him of his failure to return a copy of the warranty form in a timely manner to take advantage of that extended warranty offered by Central Boiler.”

For these reasons, the circuit court determined that both Enders’ express warranty claim and his claim for relief under the MMWA failed as a matter of law. The court also concluded that reformation was “not appropriate in this case.”

Enders now appeals, arguing that the circuit court erred by granting summary judgment in favor of Central Boiler on his claims for breach of express warranty and for relief under the MMWA.³ We independently review a grant of summary judgment, using the same methodology as the circuit court. *Hardy v. Hoefflerle*, 2007 WI App 264, ¶6, 306 Wis. 2d 513, 743 N.W.2d 843. Summary judgment is appropriate where “there is no genuine issue as to any material fact and ... the moving party is entitled to a judgment as a matter of law.” WIS. STAT. § 802.08(2).

We conclude that the circuit court properly granted Central Boiler summary judgment because the undisputed facts show that Enders’ warranty coverage for the furnace lapsed before Enders first made a claim to Central Boiler in March 2020 and, in fact, before Enders first began

³ On appeal, Enders does not argue that the circuit court erred by granting Central Boiler summary judgment on his reformation claim. Accordingly, we do not address that issue further.

experiencing problems with the furnace in 2018.⁴ Enders acknowledges that his claims are “based upon the corrosion warranty only.” The Warranty Form provided that the original owner of the furnace would be entitled to a ten-year warranty “against failures caused by corrosion” if the owner returned the Warranty Form to Central Boiler “within five (5) days of the original owner taking possession of the furnace.” If, however, the original owner failed to return the Warranty Form within that five-day period, then the “limited corrosion warranty” would “be null and void.” It is undisputed that neither Enders nor Krawze returned the Warranty Form to Central Boiler within five days after they took possession of the furnace in November 2014. Consequently, pursuant to the plain and unambiguous language of the Warranty Form, the ten-year corrosion warranty was “null and void.”

In arguing to the contrary, Enders claims, as he did below, that he should not be faulted for failing to return the Warranty Form within five days of the furnace’s delivery because the Warranty Form was not provided to him at that time. We note, however, that Enders was put on notice at the time of delivery that he needed to return the Warranty Form in order to receive warranty coverage for the furnace. As discussed above, both the owner’s manual—which was provided at the time of delivery—and a sticker affixed to the furnace notified Enders of the need to return the Warranty Form in order to receive warranty coverage. Moreover, Enders does not identify any language on the Warranty Form stating that, in the event the form was not provided to the owner at the time of delivery, the five-day deadline for returning the form would instead

⁴ In light of our conclusion on this issue, we do not address the parties’ alternative arguments, including their arguments as to whether Enders was the “original owner” of the furnace. See *Turner v. Taylor*, 2003 WI App 256, ¶1 n.1, 268 Wis. 2d 628, 673 N.W.2d 716 (explaining that this court need not address all issues raised by the parties if one is dispositive).

begin to run on the date the owner received the form. Additionally, as the circuit court correctly noted, “[b]y intentionally purchasing a furnace from a non-dealer, Krawze circumvented and essentially forfeited the opportunity for Central Boiler’s authorized dealer to discuss the extended warranty offer with him.” Under these circumstances, we reject Enders’ argument that the five-day deadline for returning the Warranty Form did not begin to run until Krawze received the form in February 2015.

Enders also argues that the “initial registration requirement is to be applied in the context of two agreements, not just one.” (Formatting altered.) More specifically, he contends that there were two separate warranty agreements in this case—the owner’s manual, which “referred only to the one[-]year and twenty-five-year warranty” for defective workmanship, and the Warranty Form, which “[f]or the first time” offered a “ten-year corrosion warranty.” Enders contends that the ten-year corrosion warranty was “an additional term” and “could not be part of the November 2014 agreement as there was no express agreement for its inclusion.” He also asserts that the MMWA “requires all warranties be in a single document,” which “did not occur until February 8, 2015.”

We reject Enders’ assertion that there were two separate warranty agreements in this case. Rather, there was a single agreement by Central Boiler to provide limited warranty coverage for defective workmanship and corrosion, as set forth on the Warranty Form. The owner’s manual did not create a separate agreement to provide warranty coverage. Instead, the owner’s manual provided information about the warranty coverage set forth on the Warranty Form and provided notice of the requirement that the furnace’s owner return a completed Warranty Form to Central Boiler. Because there was only one warranty agreement—i.e., the Warranty Form—we reject Enders’ argument that the corrosion warranty described by the

Warranty Form constituted an “additional term” that was not agreed to at the time the furnace was delivered.

Therefore,

IT IS ORDERED that the order is summarily affirmed. WIS. STAT. RULE 809.21.

IT IS FURTHER ORDERED that this summary disposition order will not be published.

Samuel A. Christensen
Clerk of Court of Appeals