



LIFETIME LIMITED WARRANTY For Residential Accel CS™ Water Boilers

By this Warranty Statement, Energy Kinetics, Inc. of Clinton Township, New Jersey, issues limited warranties subject to terms, conditions, exceptions and exclusions listed below.

These Warranties are issued only to the person or entity which owns the building in which the boiler is installed at the time of original installation and only for such portion of the warranty periods as such person or entity owns such building (hereinafter, the "End User").

I. THREE YEAR LIMITED WARRANTY FOR RESIDENTIAL ACCEL CS WATER BOILERS

Energy Kinetics warrants that its residential heating boiler, the Accel CS Model EK1C, is free from defects in material and workmanship for three years from the date of installation. If any parts are found to be defective in manufacture, Energy Kinetics will repair or replace the defective parts. Exception: Honeywell Zone Valves

II. ADDITIONAL COMPONENT LIMITED WARRANTIES

1. Energy Kinetics warrants that its Condensing Energy Manager is free from defects in material and workmanship for a period of five years from the date of installation. The warranty is extended to the End User for the lifetime of the unit by a manufacturer sponsored rebuild program offered at nominal cost.
2. Energy Kinetics hereby assigns to the End User limited warranties of the original manufacture of components supplied by Energy Kinetics to the extent or duration assignable.
3. If any such component is found defective, Energy Kinetics' responsibility is solely to repair or replace the defective part at it's or the original manufacturer's option.

LIMITED WARRANTY FOR THE ACCEL CS PRESSURE VESSEL

During the lifetime of the original owner in the original place of installation, Energy Kinetics warrants that those parts, which comprise the pressure vessel of the residential hot water boiler, remain free of defects in material or workmanship under normal usage.

In the event that such pressure vessel is found to be defective in material or workmanship during the first seven years, Energy Kinetics will repair or replace the pressure vessel at its option. After 7 years, there will be a proportionate charge based upon the time the defective assembly was in service. The proportionate charge will be equal to the appropriate percentage of the trade list price of such pressure vessel at the time the warranty claim is made as determined in the following:

| | | | | | | |
|--------------|---|-------------------------------------|-----------------------|------------------------|------------------------|------------------------|
| YEAR: | 1st | 8th | 9th | 10th | 11th | 12th |
| | | Percent of Trade list Price: | | | | |
| | 0% | 20% | 30% | 40% | 50% | 75% |
| | YEAR: 12th and Above: 75% of Trade list Price | | | | | |

IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY SHALL BE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY-ENERGY KINETICS EXPRESSLY DISCLAIMS AND EXCLUDES ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.

This Warranty gives you specific legal rights and you may have other rights which vary from state to state.

EXCEPTIONS AND EXCLUSIONS

1. The warranty is subject to the condition that the residential boiler must have been installed and serviced in accordance with Energy Kinetics instructions, the basic BOCA Building Code, local statutes and ordinances and accepted good industry practice.
2. This warranty does not cover components that are part of the heating system but which were not furnished by Energy Kinetics.
3. This warranty does not cover the workmanship of any installer of Energy Kinetics residential water boiler. In addition, it does not assume any liability of any nature for unsatisfactory performance caused by improper installation.
4. This warranty does not cover improper burner adjustments, control settings, care or maintenance.
5. This warranty does not cover any labor for removal or reinstallation of the alleged defective part, transportation to Energy Kinetics if necessary and other materials necessary to perform the exchange.
6. This warranty does not cover failure of the pressure vessel other than defects in material or workmanship and shall specifically exclude any other reason including but not limited to a) lack of water b) freezing c) excessive pressure d) floods e) fire f) acts of God g) corrosion of internal or fireside surfaces h) improper water conditioning i) improper maintenance of external fireside surfaces j) operation with defective fuels or other additives which cause improper burner operation or deposits to collect or corrosion to occur in or on the pressure vessel.



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7. Systems installed with chimneyless, through the wall venting option may have less than complete or poor combustion which may cause sooty fumes, odors or gradual discoloration of the area near the vent (exhaust) outlet. Poor combustion is generally the result of a burner being out of adjustment for a number of reasons, including but not limited to fuel condition and combustion air supply. Energy Kinetics does not guarantee nor warranty that at all times the exhaust contents will be without a trace of soot or odor for reasons described above. Periodic cleaning and repainting of the area around the vent hood may be required if the appearance is objectionable in the view of the end user. Such cleaning or repainting is not the responsibility of the service company, installer or manufacturer.

LIFETIME WARRANTY TRANSFER

By completion of the Warranty Transfer Agreement, the original owner may transfer the warranty to a new owner by payment of a \$75 registration fee.

WARRANTY SERVICE

For prompt warranty service, notify the installer who in turn will notify Energy Kinetics that the purchaser believes there is a defect in material or workmanship covered by this warranty statement.

If within 30 days of the discovery, this action does not produce a prompt response, notify Energy Kinetics, Inc. 51 Molasses Hill Road, Lebanon, NJ 08833, in writing with details to support the warranty claim.

The End User is required to make available for inspection by Energy Kinetics or its representative, the parts claimed to be defective and, if requested by Energy Kinetics, to ship said parts prepaid to Energy Kinetics at the above address for inspection or repair. In addition, the homeowner agrees to make all reasonable efforts to settle any disagreement arising in connection with this claim before resorting to legal remedies in courts. If you have any questions about the coverage of this warranty, contact Energy Kinetics at the above address.

Lifetime Warranty Transfer Agreement

((I/We), the undersigned, as the original purchaser of the **Accel CS**® home heating system, submitted the *Warranty Registration* within three (3) months of installation of (my/our) **Accel CS** to Energy Kinetics, Inc., and (I/we) hereby transfer our Lifetime Limited Warranty to the new owner(s) of the home located as noted below and understand a thirty (30) day waiting period applies. Warranty coverage begins on the date of original installation.

Accel CS Serial Number: _____ **Date of Original Installation:** _____

Name of original purchaser of **Accel CS**: _____
Print or Type full Name(s)

Located at this street address: _____

City: _____ State: _____ Zip: _____

TRANSFER TITLE of ENERGY KINETICS' WARRANTY TO: _____
Print or Type full Name(s)

New Owner(s) of the **Accel CS** located at the address noted above. Title to be effective, _____
and continues uninterrupted coverage as is left on the original warranty. Enter Date of Title Transfer

(Example: If the original owner has used 9 years, 3 months and 10 days of the warranty, the new homeowner warranty transfer begins at 9 years, 3 months and 11 days and continues to the end of the warranty as described on the back of this agreement or until the new homeowner sells the residence).

Enclosed is a check for \$75.00 to register and maintain the warranty as described on the back of this Warranty Transfer Agreement to the new homeowner named above. Please make check payable to Energy Kinetics, Inc.

Agreed to by the Original Homeowner: _____ Accepted: _____
Original Homeowner Signature New Homeowner Signature

***** For Office Use Only *****

Energy Kinetics, Inc. Received Transfer Information: _____ \$75.00 Received _____ Check No. _____
Date Received and Registered

Confirmation of Transfer mailed to New Homeowner: _____ By: _____
Date Office Personnel