ENERGY KINETICS, INC.

Limited (12)Year Warranty for Commercial/Industrial Boilers

LIMITED WARRANTY

Effective December 2021

A Commercial/Industrial boiler is considered to be an EK3F or EK3C installed in any application; or any boiler which is installed in any building not a residence or in a residence in which the boiler services more than two family units.

Energy Kinetics, Inc., Lebanon, NJ ("Energy Kinetics") hereby warrants to the original consumer purchaser ("purchaser") that the pressure vessel of its System 2000® EK1, EK2, EK3, 90+ Resolute™ EK1R, Resolute™ RT EK1RT, Ascent™ Combi EK1T, Ascent™ Plus Combi EK1TP, and Accel CS™ EK1C, EK2C, EK3C boilers is free from defects in materials and workmanship, and if such pressure vessel proves to be so defective within twelve (12) years of the date of installation, Energy Kinetics shall, **at its option**, furnish a replacement for, or repair such pressure vessel, provided Energy Kinetics, is notified of the defect within thirty (30) days of the discovery of such defect. Purchaser's remedy shall be limited to such repair or replacement. In the event that such pressure vessel is found to be defective in material or workmanship during the first six (6) years, Energy Kinetics will repair or replace the pressure vessel at its option. After 6 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 as follows: 7th year - 20%, 8th year - 30%, 9th year - 40%, 10th year - 50%, 11th year - 65%, 12th year - 75%

If Energy Kinetics provides a replacement heat exchanger, then that replacement heat exchanger will be covered under this Limited Warranty for the time remaining in the original Heat Exchanger Limited Warranty Period.

THIS SHALL BE THE BUYERS EXCLUSIVE REMEDY.

ENERGY KINETICS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED.

This warranty is applicable only to the pressure vessel of those models of boilers specified above that are installed in accordance with nationally accepted building codes and local statutes or ordinances in the jurisdiction having authority, whichever shall be more restrictive, and accepted good industry practice. This warranty does not cover components that are part of the heating system but which were not furnished by Energy Kinetics.

This warranty does not cover the workmanship of any installer of Energy Kinetics Commercial/Industrial boiler. In addition, it does not assume any liability of any nature for unsatisfactory performance caused by improper installation.

This warranty does not cover improper, negligent operation, repair, care for or maintenance of the product or failure to set the burner controls.

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.

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) abuse or misuse; unauthorized alteration (h) power surges or failures (i) corrosion of internal or fireside surfaces (j) improper water conditioning (k) improper maintenance of external fireside surfaces (l) operation with combustion air contaminated by chemical vapors, defective fuels or other additives which cause deposits to collect or corrosion to occur in or on the pressure vessel. The boiler must have been properly maintained during the warranty periods strictly in accordance with product manuals.

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 quality 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 or repainting of the area around the vent hood may be required if the appearance is objectionable in the view of the purchaser. Such cleaning or repainting is not the responsibility of the service company, installer or Energy Kinetics.

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

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

The purchaser 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 such parts prepaid to Energy Kinetics at the above address for inspection or repair. In addition, the purchaser agrees to make all commercially reasonable efforts to settle any disagreement arising in connection with his claim before resorting to legal remedies in the courts.

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

ENERGY KINETICS®
Better heating. Bigger savings.

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