

**ENERGY KINETICS, INC.**  
**Limited (Five-Year) Warranty for**  
**Commercial/Industrial Boilers**  
**LIMITED WARRANTY**

A Commercial/Industrial unit is considered to be any unit, EK-1, EK-2 or EK3, 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 EK-1, EK-2 or EK3 boilers are free from defects in materials and workmanship, and if such pressure vessel proves to be so defective within five (5) 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. Adjustment Policy: In the event that a pressure vessel is found to be defective one year or more following installation and is replaced by Energy Kinetics, the purchaser shall pay a proportionate charge for the time the defective pressure vessel has been in service based upon a percentage of the list price of such vessel at the time Energy Kinetics is notified of the defect as follows: 2nd year - 30%, 3rd year - 40%, 4th year - 50%, and 5th year - 60%.

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 EK-1, EK-2 and EK3 boilers specified above that are installed in accordance with the basic BOCA Building Code and local statutes or ordinances, 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 burner adjustments, control settings, care or maintenance.

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) 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 deposits to collect or corrosion to occur in or on the pressure vessel.

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., 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 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.**



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