

Thermal Solutions

("seller")

LIMITED WARRANTY

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Subject to the terms and conditions herein and except as provided below with respect to products or parts not manufactured by Thermal Solutions, Seller warrants to the original owner at the original installation site that products manufactured by Seller ("Products") comply, at the time of manufacture, the heat exchanger with recognized hydronics industry regulatory agency standards and requirements then in effect and will be free from defects in materials and workmanship for a period of 5 years from date of shipment (the "Warranty Period"). The burner is also covered under the limited warranty for 10 years from date of shipment (the "Warranty" Period).

For products or parts not manufactured by Thermal Solutions, the warranty obligations of Thermal Solutions shall, in all respects, be limited to one year.

REMEDY

- A. The sole remedy for breach of this warranty is expressly limited to the repair or replacement of any part found to be defective under conditions of normal use within the Warranty Period. Labor for removal and/or installation is not included.
- B. Warranty - The owner must notify the original installer of the Product and Seller (Attention: Thermal Solutions, P.O. Box 3244, Lancaster, PA 17604-3244), in writing, within the Warranty Period, providing a detailed description of all claimed defects. Transportation to a factory or other designated facility for repairs of any products or items alleged defective shall, in all events, be the responsibility and at the cost of the owner.

EXCLUSIONS

Seller shall have no liability for and this warranty does not cover:

- A. Incidental, special or consequential damages, such as loss of the use of products, facilities or production, inconvenience, loss of time or labor expense involved in repairing or replacing the alleged defective Product.
- B. The performance of any Product under conditions varying materially from those under which such Product is usually tested under industry standards as of the time of shipment.
- C. Any damage to the Product due to abrasion, erosion, corrosion, deterioration, abnormal temperatures or the influence of foreign matter or energy.
- D. The design or operation of owner's plant or equipment or of any facility or system of which any Product may be made a part.
- E. The suitability of any Product for any particular application.

- F. Any failure resulting from misuse, modification not authorized by Seller in writing, improper installation or lack of or improper maintenance.
- G. Equipment furnished by the owner, either mounted or unmounted, or when contracted for by the owner to be installed or handled.
- H. Leakage or other malfunction caused by:
 - 1. Defective installations in general and specifically, any installation which is made:
 - a. in violation of applicable state or local plumbing housing or building codes,
 - b. without a certified ASME, pressure relief valve, or
 - c. contrary to the written instructions furnished with the unit
 - 2. Adverse local conditions in general and, specifically, sediment or lime precipitation in the tubes and/or headers or corrosive elements in the atmosphere.
 - 3. Misuse in general and, specifically, operation and maintenance contrary to the written instructions furnished with the unit, disconnection, alteration or addition of components or apparatus, not approved by seller, operation with fuels or settings other than those set forth on the rating plate or accidental or exterior damage.
- I. Production of noise, odors, discoloration or rusty water.
- J. Damage to surrounding area or property caused by leakage or malfunction.
- K. Costs associated with the replacement and/or repair of the unit including: any freight, shipping or delivery charges, any removal, installation or reinstallation charges, any material and/or permits required for installation reinstallation or repair, charges to return the boiler and or components.

Seller's liability under this warranty shall not in any case exceed the amount paid for the Product found to be defective.

THIRD-PARTY WARRANTIES

For goods or components not manufactured by Seller, the warranty obligations of Seller shall, in all respects, conform and be limited to one year from the date of shipment

SEVERABILITY

To the extent that any provision of this warranty would be void or prohibited under applicable law, such provisions shall be limited in effect to the minimum extent necessary to render the remaining provisions hereof enforceable.

