

LIMITED WARRANTY

The Limited Warranty provided by EcoHeat Solutions LLC (EHS) applies to Effecta boilers, boiler parts, pellet transport and pellet storage products sold by EHS to an original purchaser for normal domestic/household service.

Products installed in a building other than a one or two family residential dwelling are not covered under this Warranty unless individual Boilers are installed for each dwelling unit.

Owner responsibility:

The original purchaser must have the boiler serviced or inspected at least once every year by an experienced and qualified service person who has been authorized by EHS or the selling dealer. Repairs or replacements under this Limited Warranty must be performed by your dealer or someone authorized by that dealer.

Warranty Duration:

(1) EcoHeat Solutions warrants that the pellet burner and its parts, boiler electronics, auger or vacuum, and pellet storage bins or silos sold by EHS are free from defects in materials and workmanship for a period of two (2) years from the date of initial operation or 6,000 operating hours, whichever comes first, provided they are installed properly and maintained by a qualified heating contractor and the other conditions of this warranty are met, and

(2) In addition, the boiler vessel is warranted to be free from defects in materials and workmanship for a period of five (5) years from the date of initial operation or 15,000 operating hours, whichever comes first provided it is installed and properly maintained by a qualified heating contractor and the other conditions of this warranty are met; and

(3) When installed in a closed system (no open path from water to atmosphere), EcoHeat Solutions warrants that the boiler vessel is free from defects in materials and workmanship on a prorated basis, provided it is installed and properly maintained by a qualified heating contractor and the other conditions of this warranty are met; and

For the next year (year 6), or a maximum average of 3,000 operating hours per year since installation, whichever comes first, the boiler vessel is warranted for 75% of the original retail parts cost; and thereafter

For the next year (year 7), or a maximum average of 3,000 operating hours per year since installation, whichever comes first, the boiler vessel is warranted for 65% of the original retail parts cost; and thereafter

For the next year (year 8), or a maximum average of 3,000 operating hours per year since installation, whichever comes first, the boiler vessel is warranted for 55% of the original retail parts cost; and thereafter

For the next year (year 9), or a maximum average of 3,000 operating hours per year since installation, whichever comes first, the boiler vessel is warranted for 45% of the original retail parts cost; and thereafter

For the next year (year 10) or a maximum average of 3,000 operating hours per year since installation, whichever comes first, the boiler vessel is warranted for 35% of the original retail parts cost.

For the next year (year 11) or a maximum average of 3,000 operating hours per year since installation, whichever comes first, the boiler vessel is warranted for 25% of the original retail parts cost.

For the next nine (9) years (years 12 through 20) or a maximum average of 3,000 operating hours per year since installation, whichever comes first, the boiler vessel is warranted for 20% of the original retail parts cost.

The prorated percentage is the percentage of the repair cost, up to the percentage of the original price paid for the unit, that EHS will pay the original purchaser to offset the cost to repair a break or leak that impairs the operation of the boiler, or, if agreed to by purchaser and EHS, to be used as a discount toward the purchase of a new unit from EHS. For example: in the unlikely event that Mr. Smith's boiler vessel fails on a boiler purchased ten years ago for \$10,000, and the boiler is in compliance with the Limited Warranty terms, EHS will pay 35% of the repair cost, up to \$3,500, or if agreed to by both parties, EHS will credit Mr. Smith for \$3,500 off the price of a new, equivalent boiler for sale by EHS.

Terms of Limited Warranty:

EcoHeat Solutions will provide replacement parts for any component that proves to be defective in materials or workmanship (excludes labor charges) within the periods set forth above, or replace it with the most comparable model available from EcoHeat Solutions at the time of the replacement, provided that the purchaser pays for the other portion of the prorated charge set forth above, if applicable. The proportionate charge is based on the price paid for the boiler involved in the warranty claim (or the nearest comparable EcoHeat Solutions model).

The Limited Warranty period begins upon the date of initial operation, or 90 days after the date of sale, whichever comes first, and shall not be extended for any reason. During the warranty period, the customer is responsible for payment of any remaining financing due on the equipment.

As stated at the start of this Limited Warranty, the original purchaser must have the boiler serviced or inspected at least once every year by an experienced and qualified service person who has been authorized by EHS or the selling dealer. Service records must be kept and made

available to EHS, if requested, before any warranty repairs are made. Repairs or replacements under this Limited Warranty must be performed by your dealer or someone authorized by that dealer. You may be required to present this Limited Warranty to the dealer before any work is performed. You must pay for any work performed that is not covered by this Limited Warranty or that is not authorized by the dealer.

The original purchaser shall be responsible for all shipping and installation charges in connection with any replacement or repair. This Limited Warranty also does not cover normal maintenance, nor the other items and events excluded in these terms.

Repair/Replace as Your Exclusive Remedy:

During the Limited Warranty period, EcoHeat Solutions or one of its authorized service providers will provide replacement parts for your warranted product, or replace it with the most comparable model then available from EcoHeat Solutions at the time of the replacement (subject to certain limitations stated herein,) if your product proves to have been manufactured with a defect in materials or workmanship. All removed parts and components shall become the property of EcoHeat Solutions at its sole option. All replaced and/or repaired parts shall assume the status of the original part for purposes of this warranty and this warranty shall not be extended by the replacement of such parts.

EcoHeat Solutions's sole obligation hereunder is to provide replacements for defective products to a EcoHeat Solutions authorized service provider during normal business hours. For safety and property damage concerns, EcoHeat Solutions highly recommends that you do not attempt to repair the product yourself, or use an unauthorized service provider. EcoHeat Solutions will not be held responsible or liable for repairs or work performed by a unauthorized servicer .

If you choose to have someone other than an authorized service provider work on your boiler, this Limited Warranty will automatically become null and void. Authorized service providers are persons or companies whose principal occupation is the installation of plumbing and heating equipment, and who have been specially trained for diagnosing and repair of EHS boilers (note that they are independent entities and are not agents, partners, affiliates or representatives of EcoHeat Solutions LLC).

Warranty Exclusions:

The warranty coverage described herein excludes all defects or damage that are not defects in material and workmanship including without limitation, any one or more of the following:

(a) use of the Product in anything other than its normal, customary and intended use (including without limitation, any form of commercial use or use that is not for personal, family or household purposes); (b) any party's willful misconduct, negligence, misuse, abuse, accidents, improper operation, failure to maintain, improper or negligent installation, tampering, failure to follow operating instructions, or mishandling; (c) adjustment, alteration or modification of any kind; (d) a failure to comply with applicable state, local, city, or county electrical, plumbing

and/or building codes, regulations and laws, including failure to install the product in strict conformity with local fire and building codes and regulations; (e) ordinary wear and tear; (f) any external, elemental and/or environmental forces and factors, including without limitation, lightning strikes, voltage spikes, flues that do not meet specified standards, fire, floods, rain, windstorm, floods, fires, mud slides, freezing, excessive moisture or extended exposure to humidity, power surges, building structural failures and acts of God; (g) any damage or failure resulting from contaminated air, including but not limited to sheetrock particles or other dirt or dust introduced into the boiler; (h) damage or failure resulting from hard water scale buildup on the heat exchanger waterways; (i) use with insufficient water or operation with additives that cause deposits or corrosion; (j) use with oxygen permeable tubing or other components; (k) operating the boiler with insufficient boiler temperatures, flue gas temperatures or return water temperatures, leading to prolonged condensation on the boiler (as described in the manual); (l) fueling the system with any fuel other than wood pellets meeting the specifications for "Premium Grade" as published by the Pellet Fuels Institute; (m) operating with inadequate draft; (n) having installed a boiler model that is incorrectly sized for the application (too few or too many BTU's under normal operating conditions) or that is otherwise inappropriate for the application; (o) the repair or replacement of any component furnished by any other manufacturer or damage caused by the functioning or malfunctioning of any such component, and (p) using an expansion tank that either functional, has incorrect pressure, or is sized too small for the system, leading to pressure releases that lead to fresh water or air entering the system.

In no event shall EcoHeat Solutions have any liability or responsibility whatsoever for damage to surrounding property and other structures or objects around the Product. Also excluded from this warranty are scratches, nicks, minor dents, and cosmetic damages on external surfaces and exposed parts;

TO THE EXTENT ALLOWED BY LAW, THIS WARRANTY SETS OUT YOUR EXCLUSIVE REMEDIES WITH RESPECT TO PRODUCT, WHETHER THE CLAIM ARISES IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, OR NEGLIGENCE) OR OTHERWISE. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED. ANY WARRANTY IMPLIED BY LAW, WHETHER FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, SHALL BE EFFECTIVE ONLY FOR THE PERIOD THAT THIS EXPRESS LIMITED WARRANTY IS EFFECTIVE OR THE IMPLIED WARRANTY PERIOD, WHICHEVER IS LESS. IN NO EVENT WILL ECOHEAT SOLUTIONS BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, "BUSINESS LOSS", AND/OR PUNITIVE DAMAGES, LOSSES, OR EXPENSES, INCLUDING WITHOUT LIMITATION TIME AWAY FROM WORK, HOTELS AND/OR RESTAURANT MEALS, EXPENSES IN EXCESS OF DIRECT DAMAGES DEFINITELY CAUSED EXCLUSIVELY BY ECOHEAT SOLUTIONS, OR OTHERWISE ARISING. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

The required information that must be furnished to ECOHEAT SOLUTIONS for a claim under this Limited Warranty includes:

- Model number and serial number of the Product;
- Date the Product was installed and placed in operation, the location, the name of the installer;
- Date the Product component failure was reported;
- Photocopies of maintenance records, and

The claim must be made by the original purchaser at the original site of installation.

The Limited Warranty shall be enforced under the laws of the Commonwealth of Massachusetts. Any dispute arising out of this warranty shall be tried only in a court in the Commonwealth of Massachusetts

If any legal action is brought in connection with this limited warranty, the prevailing party shall be entitled to recover all reasonable expenses it incurs in the action, including its reasonable attorneys' fees, from the non-prevailing party.

For Warranty action or questions, please contact:

EcoHeat Solutions LLC
Attn: Warranty
153 Washington St
East Walpole, MA 02032

877-317-0700

info@ecoheatsolutions.com