

RESIDENTIAL LIMITED WARRANTY

What this Warranty Covers & Who it Applies to: The limited warranty provided by **Maine Energy Systems LLC** (“MESys”) applies only to MESys brand boilers, furnaces, wood pellet burners and accessories (“Product”) sold to you, the first user and purchaser provided that the Product was purchased: (1) for your normal, household (non-commercial) use, and has only been used for normal household purposes; (2) new at retail (not a display, “as is”, or previously returned model) and not for resale, or commercial use; and (3) within the United States. 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. Please return your registration card; while not necessary to establish warranty coverage, it allows MESys to be able to notify you in the unlikely event of a safety issue.

How Long this Limited Warranty Lasts: This Limited Warranty has three time frames, depending on the particular Product component involved.

(1) MESys warrants that the burner, ignition, electric and electronic parts, flame tube and burner plate, chains, bearings, chain pinions, and all other moving components of the Product 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 and properly maintained by a qualified heating contractor and the other conditions of this warranty are met, and

(2) *In addition*, all other parts including the boiler vessel, or heat exchanger in furnaces, are 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) *In addition* thereafter, MESys warrants that the boiler vessel is free from defects in materials and workmanship on a prorated basis follows, provided it is installed and properly maintained by a qualified heating contractor and the other conditions of this warranty are met:

For the next five (5) years (years 6 through 10) or a maximum of 30,000 operating hours, whichever comes first, the boiler vessel is warranted for 75% of the then retail parts cost; and thereafter

For the next ten (10) years (years 11 through 20) or a maximum of 60,000 operating hours, whichever comes first, the boiler vessel is warranted for 50% of the then retail parts cost.

For the next ten (10) years (years 21 through 30) or a maximum of 90,000 operating hours, whichever comes first, the boiler vessel is warranted for 25% of the then retail parts cost, which may be used to replace the boiler vessel, or used as a credit toward a new boiler system, at MESys’ discretion.

Labor is not covered under this limited warranty. During the pro-rated warranty period, the customer is responsible for payment of the remaining portion of the then retail cost.

The warranty period begins to run upon the date of initial operation, and shall not be extended for any reason whatsoever. This limited warranty does not cover labor and shipping costs, non-MESYS components, serviceable items or normal maintenance, nor the other items and events excluded below.

Terms of Limited Warranty: MESys 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 MESys 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 the current list price of the boiler vessel involved in the warranty claim (or the nearest comparable MESys model). The foregoing timelines begin to run upon the date of initial operation, and shall not be stalled, tolled, extended, or suspended, for any reason whatsoever.

Repair/Replace as Your Exclusive Remedy: During this limited warranty period, MESys or one of its authorized service providers will provide replacement parts for your Product or replace it with the most comparable model then available from MESys 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 MESys 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. MESys's sole obligation hereunder is to provide replacements for defective Product to a MESys-authorized service provider during normal business hours. For safety and property damage concerns, MESys highly recommends that you do not attempt to repair the Product yourself, or use an un-authorized servicer; MESys will have no responsibility or liability for repairs or work performed by a non-authorized servicer. If you choose to have someone other than an authorized service provider work on your Product, THIS WARRANTY WILL AUTOMATICALLY BECOME NULL AND VOID. Authorized service providers are those persons or companies that have been specially trained for customer service and technical ability (note that they are independent entities and are *not* agents, partners, affiliates or representatives of MESys).

Warranty Exclusions: The warranty coverage described herein excludes all defects or damage that are not the direct fault of MESys, including without limitation, any one or more of the following: (a) use of the Product in anything other than its normal, customary and intended manner (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, mishandling, unauthorized service (including self-performed "fixing" or exploration of the appliance's internal workings); (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 build-up on the heat exchanger waterways; (i) use with insufficient water or operation with water or fuel additives that cause deposits or corrosion; and (j) use with oxygen permeable tubing or other components. In no event shall MESys 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; Products on which the serial numbers have been altered, defaced, or removed; service visits to teach you how to use the Product, or visits where there is nothing wrong with the Product; correction of installation problems (you are solely responsible for any structure and setting for the Product, including all chimneys, flues, electrical, plumbing or other connecting facilities, for proper foundation/flooring, and for any alterations); and resetting of breakers or fuses.

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 MESYS 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 MESYS, 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 customer is responsible for the costs of:

- Components which have been replaced but found not to have been defective;
- Faulty installation;
- Normal maintenance; and
- Equipment used contrary to the installation manual.

The required information that must be furnished to MESYS 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; and

- Description of condition that prompted the report.

No attempt to alter, modify or amend this warranty shall be effective unless authorized in writing by an officer of MESYS.

To Obtain Warranty Service, Please Contact

Maine Energy Systems, LLC ("MESys")

8 Airport Road, P.O. Box 547, Bethel, Maine 04217

Tel: 207.824. 6749 Fax: 207.824.4816

info@maineenergysystems.com

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