

10.4 Limited Warranty

EnergyLogic, LLC, MANUFACTURER, warrants to the buyer that **MANUFACTURER's** furnace be free from defect in material and workmanship according to the provisions and limitations set forth herein for a period of one (1) year from the Effective Date (as defined below) or 1,500 hours of operation, whichever occurs first. The buyer is responsible for registering the unit with the **MANUFACTURER**. If the unit is not registered, the buyer is responsible for maintaining proof of the purchase date of the unit. The warranty coverage period begins on the date (the "Effective Date") of purchase, as established by the buyer, or otherwise on the date of manufacture as indicated by the serial number. *No warranty claim examination shall commence until the unit is registered with the MANUFACTURER.*

Non-consumables or parts that are not associated with a maintenance service interval because of normal wear shall be warranted for a period of one (1) years from the Effective Date or 1,500 hours of operation, whichever occurs first. A second year will be activated when the product is registered with the Manufacturer within in the first 30 days of receipt of the Product.

The heat exchanger chamber/combustion chamber shall be warranted for a period of ten (10) years from the Effective Date or 15,000 hours of operation, whichever occurs first. The Furnace Limited Warranty includes 100% of parts coverage for heat exchanger replacement during the first five (5) years from the Effective Date or 7,500 hours of operation, whichever occurs first, with prorated coverage (from the Effective Date) for the remainder of the ten (10) year term.

Parts (including heat exchangers) replaced during the original equipment warranty period as detailed herein shall carry either a one (1) year warranty from the date of purchase or the remainder of the factory warranty for the original equipment, whichever occurs last. In no event shall a part replaced under the original warranty carry a warranty that extends beyond one year from the expiration of the original factory warranty period.

Warranty Exclusions:

1. Consumable parts or any part that is associated with a normal maintenance interval because of normal wear and tear (filters, seals, gaskets, air compressor vanes, batteries, insulation, furnace cabinets).
2. Products or parts which are not maintained in accordance with the service frequency and methods described in the **MANUFACTURER'S** instructions furnished and / or available upon request from the buyer.
3. Parts and products that are not installed and operated according to **MANUFACTURER'S** instructions furnished and / or available upon request from the buyer.
4. Repairs made with parts or accessories which are not genuine EnergyLogic LLC or EnergyLogic LLC approved
5. Installations not in accordance with Manufacturers Installation Manual, UL, NFPA guidelines, federal, state, and local codes and regulations.
6. Labor or other costs incurred in troubleshooting, repair, removal, transportation, installation, service or handling of parts.
7. Claims, representation, or warranty made by any dealer, distributor, or other person that is inconsistent with or is more expansive than the provisions provided herein.
8. Parts that are altered from original specifications of the **MANUFACTURER** or are damaged because of misuse, improper handling, storage, or use in conjunction with other parts not authorized by **MANUFACTURER**.
9. Products that have been moved from the original installation site or that have been sold or exchanged to a person other than the original buyer.
10. Equipment or products installed outside of the continental U.S. or Canada.
11. Products or parts in which the serial number has been altered, defaced, or removed.

The buyer must assist the **MANUFACTURER'S** Technical Support group during over-the-phone problem diagnosis in order to help substantiate a warranty condition. A course of action will be determined by the **MANUFACTURER** if repair or replacement is deemed necessary.

MANUFACTURER'S liability under this warranty shall be limited to the repair or replacement of any part or parts that may prove to be defective under such normal operation and use, subject to **MANUFACTURER'S** examination and determination to its satisfaction that such part or parts are so defective.

Obtaining Warranty Service:

If the local Service Provider is unknown, contact **EnergyLogic, LLC** at 5901 Crossings Blvd, Antioch, TN 37013, or at **1-615-471-5290**. A representative will assist you in locating the nearest authorized service provider or in verifying the warranty coverage. The Unit Registration identification number will be required. Please refer to our website at www.energylogic.com for more information.

In order for a warranty claim to be acknowledged by the **MANUFACTURER**, the buyer must be issued a Return Authorization (RA) number and the product must be Warranty Registered. After obtaining an RA number, the buyer must properly package the part to avoid damage during shipment with the RA number visible on the outside of the box. A credit card number must be provided in order for the replacement part to be shipped and the part must be returned within 30 days of receipt of the replacement part in order to avoid charges.

If **MANUFACTURER** determines that a problem with a product or part is not covered under the Limited Warranty, the buyer will be notified and informed of service alternatives available on a fee basis.

DISCLAIMER AND LIMITATION OF DAMAGES: THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, TO THE EXCLUSION OF ANY AND ALL OTHER WARRANTIES OR REPRESENTATIONS THAT MAY BE EXPRESSED OR IMPLIED BY ANY LITERATURE, PACKAGING, SAMPLES, MODELS, DATA OR PERSONS. MANUFACTURER DOES NOT ASSUME, NOR DO WE AUTHORIZE ANY EMPLOYEE, AGENT, OR OTHER PERSON TO ASSUME FOR US, ANY OTHER RESPONSIBILITY OR LIABILITY IN CONNECTION WITH THE SALE OF THE GOODS COVERED HEREBY. MANUFACTURER HEREBY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. MANUFACTURER'S MAXIMUM LIABILITY HEREUNDER SHALL NEVER EXCEED THE COST OF THE PRODUCT. MANUFACTURER IS NOT RESPONSIBLE FOR OR LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM THE USE OF THE GOODS COVERED HEREBY OR ANY BREACH OF WARRANTY OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, LOST PROFITS OR GOODWILL, LOSS OF TIME, INCONVENIENCE, LOST FUEL, LOST SAVINGS, LABOR CHARGES OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO PERSONS, BUSINESS OR PROPERTY WHETHER AS A RESULT OF BREACH OF WARRANTY OR OTHERWISE. THIS WARRANTY IS LIMITED TO THE PRECISE TERMS SET FORTH ABOVE, AND PROVIDES EXCLUSIVE REMEDIES EXPRESSLY IN LIEU OF ALL OTHER REMEDIES.