

Replacement Parts, Tanks, and Accessories Limited Warranty

EnergyLogic, LLC, MANUFACTURER, warrants to the buyer that **MANUFACTURER's** replacement parts, tanks, and accessories 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 maintaining proof of the purchase date of component. The warranty coverage period begins on the date (the "Effective Date") of purchase, as established by buyer, or otherwise on the date of manufacture as indicated by the serial number.

Parts (including the tank) replaced during the original equipment warranty period as detailed herein shall carry either a one (1) year warranty from the Effective Date 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. Parts and accessories 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 accessories that are not installed and operated according to **MANUFACTURER'S** instructions furnished and/or available upon request from the buyer.
4. Parts or accessories which are not genuine EnergyLogic, LLC or EnergyLogic, LLC approved.
5. Installations not in accordance with 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 or accessories that are altered from original specifications of the **MANUFACTURER** or are damaged because of misuse, improper handling, storage, or used in conjunction with other parts not authorized by **MANUFACTURER**.
9. Parts or accessories 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. Parts and accessories 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:

Contact **EnergyLogic, LLC** at 3034 Owen Drive, Nashville, TN 37013, or at **1-615-471-5290** to assist you in verifying your warranty coverage and locating the nearest authorized service dealer. Your Unit Registration identification number will be required. Please refer to our website at <http://www.energylogic.com> for more information.

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.

