

POWRMATIC INC.

THERMAL ECONOMIZER

The Most Extensive Warranty in the Business!

30 Year Heat Exchanger Warranty

5 Years on Motors - 2 Years on All Other Electrical Products

SELLER

The Seller is Powrmatic, Incorporated

Seller warrants its equipment to be free from defects in material and workmanship under normal use and service as follows:

1. Electrical components (fan and exhauster motors excepted) and controls for a period of twenty-four (24) months from start-up or thirty (30) months from shipment.
2. Fan Motor(s) and power exhauster motor for a period of sixty-two (62) months from shipment or sixty months (5 years) from start-up, whichever occurs first.
 - (a) Motors, fuel units, controls, and transformers should be sent for repair or replacement to an authorized service point or distributor of the manufacturer of such component when reasonably available in Customer's locality.
 - (b) Where such local service is not available with respect to the above listed components, or where other components (heat exchangers, etc.) are involved, such defective equipment should be returned, freight prepaid, to the home office of Seller.
3. The heat exchanger shall be warranted on a limited basis (on a non-prorated basis) against the use of defective material and workmanship for a period THIRTY (30) YEARS from start-up by the Seller's factory technician.
 - (a) Failure of the heat exchanger due to conditions beyond the control of the seller such as improper burner adjustment, corrosive atmosphere, building under negative pressure, etc., shall be covered under a thirty (30) year prorated basis. This limited warranty becomes effective only after initial start-up has been completed by the Seller's factory technician.
4. Seller is not responsible for any labor cost for removal and/or replacement of any equipment found to be defective.
5. Equipment may be repaired or replaced at the option of the Seller. Equipment which is repaired or replaced will carry a warranty equal to the unexpired portion of the original equipment warranty.

THIS WARRANTY IS LIMITED TO THE PRECISE TERMS SET FORTH ABOVE AND PROVIDES EXCLUSIVE REMEDIES, EXPRESSLY IN LIEU OF ALL OTHER REMEDIES. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. Seller neither assumes nor authorizes any person to assume for Seller any other liability or obligation in connection with the sale of this equipment.

Seller's liability and Customer's exclusive remedy being limited to repairs or replacement as set forth above.

Effective 09/01/09