

KN-Series Plus+ and KN-Series Water Boiler Limited Warranty

The "Manufacturer" warrants to the original owner at the original installation site ("Owner") that the following components ("Products") that constitute the KN-Series Plus+ AND KN-Series water boiler ("Boilers") specifically set forth below will be free from defects in material and workmanship for the periods set forth below in the Warranty Effective Periods 1, 2, And 3. All warranty claims are subject to, and contingent upon, Owner following the terms of the Warranty claim service procedure set forth below:

Warranty claim service procedure:

- (a) Owner must first obtain a Return Material Authorization ("RMA") from the manufacturer before returning any Products.
- (b) Products must be returned to the Manufacturer at Owner's expense, including packaging, transportation and any applicable VAT and import duty costs, and risk of loss or damage to the manufacturer's factory set forth when obtaining the RMA.
- (c) Manufacturer shall evaluate the returned Products purported to be defective due to defects in material or Manufacturer's workmanship and will determine in its reasonable and sole discretion if indeed such defects have occurred.
- (d) If indeed the Product is determined to be defective due to defects in material or Manufacturer's workmanship, Manufacturer shall either repair or replace, at its option, the Product.
- (e) Repaired or replacement products shall be returned to Owner on an EXW (Ex Works basis, Incoterms 2020) at Owner's expense and risk. The repair or replacement of a Product shall not extend the effective period of the original warranty on the Product.

Warranty Effective Periods

The effective periods for all warranties for all covered items commence upon the date of shipment from the manufacturer's factory except where noted otherwise and expire as set forth below:

1. **The KN-Series Plus+ and KN-Series modulating water boiler supplied boiler parts** ("Parts") will be free from defects in material and workmanship for either one (1) year from the date of installation or eighteen (18) months from the date of original shipment from the Manufacturer's factory whichever comes first.
2. **Secondary Heat Exchanger** will be free from defects in material, workmanship, condensate corrosion and leaks due to thermal shock, when installed as a closed loop hot water boiler, **for a period of five (5) years (non-prorated)** from the date of original shipment from the Manufacturer's factory.
3. **Cast Iron Heat Exchanger (Cast Iron Block)** will be free from defects in material or workmanship and against failure due to condensate corrosion, for a period of twenty-five (25) years (non-prorated) from the date of original shipment from the Manufacturer's factory. This warranty will cover damage due to thermal shock, such as leaks to the cast iron sections, when installed as a closed loop hot water boiler.

EXCLUSIONS TO WARRANTY COVERAGE (all exclusions will be determined in the sole discretion of Manufacturer).

1. On-site labor or services by Manufacturer or any expenses for removal of Products for evaluation or reinstallation of replacement Products in Boiler all of which are the responsibility of Owner.
2. Any damage caused by fire or other casualties; flooding from hurricanes or otherwise exposure to the elements; settlement, distortion, collapse or cracking of any foundation area, beams or pipes surrounding the boiler; improper or negligent installation, service or operation (including but not limited to the following – improper burner adjustment, control setting or maintenance, operated with insufficient water, allowed to freeze; or operated with chemically contaminated combustion air, or operated with water conditions and/or unapproved (by Manufacturer) fuels or additives
3. Damage associated with or caused by the installation of the Products or Boilers regardless of whether the installer, provided by the Owner, is considered, or was authorized by Manufacturer, to be a qualified contractor, to perform the installation. The installation contractor is solely and exclusively responsible for its own work and the results thereof.
4. Damage caused by operation of the Boiler heat exchanger with inlet or outlet temperatures exceeding one hundred (100 degrees) Fahrenheit.
 - a. Damage caused by operation of the Boiler with system water hardness" greater than 300 ppm, total dissolved solids greater than 500 ppm and ("pH") levels outside of the 6.5 -11 range,
5. Damage caused by commissioning and operation of the Boiler without first flushing suspended solids such as Magnetite and Iron Oxides from water.
6. Damage or loss occurring during shipment.
7. Damage due to water side corrosion, scaling, or sooting.
8. Damage, whether unintentional or not, from misuse or neglect.
9. Products or Boilers that were not properly installed, maintained (serviced annually) or operated by a qualified contractor in accordance with the Manufacturer's furnished written instructions, and meets the good practice as defined by the industry's accepted authority, or were altered or modified in anyway by any person other than those authorized in writing by the Manufacturer to do so.
10. Auxiliary Products or components thereof furnished by the Manufacturer but manufactured by another party, ("Third Party Items") which may be incorporated in the Products or Boilers, including but not limited to burners, jackets, and controls, shall bear no warranties other than the warranties extended by and enforceable against the original manufacturer of the Third Party Items at the time of shipment to Owner). Other parts or any other components of the Products not specifically listed herein.

THIS WARRANTY IS THE EXCLUSIVE WARRANTY APPLICABLE TO THE KN+ AND KN-SERIES WATER BOILER AND ASSOCIATED PRODUCTS SET FORTH HEREIN AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND AND SUPERSEDES ALL OTHER WARRANTIES, INCLUDING THOSE CONTAINED IN OTHER DOCUMENTS WHICH MIGHT HAVE BEEN INCLUDED WITH THE PRODUCTS OR BOILERS AT THE TIME OF SHIPMENT. THE REMEDIES UNDER THIS WARRANTY ARE EXCLUSIVE TO THE ORIGINAL OWNER ("OWNER") AT THE ORIGINAL PLACE OF INSTALLATION AND MANUFACTURER NEITHER ASSUMES NOR AUTHORIZES ANYONE TO OFFER OR ASSUME FOR IT ANY OTHER OBLIGATIONS. THIS WARRANTY GIVES OWNER SPECIFIC LEGAL RIGHTS, AND OWNER YOU MAY ALSO BE GRANTED OTHER RIGHTS THAT VARY FROM STATE TO STATE HOWEVER IN NO EVENT SHALL MANUFACTURER, INC. BE LIABLE FOR ANY DIRECT DAMAGES THAT EXCEED THE SALE PRICE OF THE BOILER SECTION OR SECTIONS FOUND TO BE DEFECTIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND, OR ON-SITE LABOR, EXPENSES OF ANY KIND, LOST PROFITS, LOST OPPORTUNITIES, OR SIMILAR DAMAGES OF ANY KIND; AND REGARDLESS OF THE LEGAL THEORY OR CAUSES OF ACTION BY WHICH CLAIMS FOR ANY SUCH DAMAGES AS SET FORTH IN THE ENTIRETY OF THE DOCUMENTS RELATED TO THE SALE OF THE BOILER CONTRACT ARE ADVANCED, WHETHER OR NOT MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

