

Torus Series Boilers/Water Heaters

LIMITED WARRANTY

The specific company or business unit that manufactured the products purchased ("Manufacturer") warrants exclusively to the original owner at the original installation site (hereinafter "Owner") that the heat exchanger provided in and the parts comprising the Industrial, Commercial, and other Non-Residential Use Torus Series Boiler (the "Boiler Product") and Torus series modulating water boiler ("Water Heater Product") (collectively "Products") will be free from defects in material and workmanship for the periods set forth below in the Warranty Effective Periods A, B, C and D. All warranty claims are subject to, and contingent upon, Owner following the terms of the Warranty claim service procedure set forth below as well as the specific Product requirements set forth in the Warranty Effective periods A, B C., and D. below. Failure to do shall void the warranty.

Warranty claim service procedure

1. Owner must first obtain a Return Material Authorization ("RMA") from the manufacturer before returning any Products.
2. 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.
3. 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.
4. 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.
5. Repaired or replacement Products shall be returned to Owner on an EXW (Ex Works basis, Incoterms 2020 or current version) at Owner's expense and risk.
6. The repaired or replacement Products returned to Owner shall be warranted only for the remainder of the original warranty effective period and the repair or replacement of Product shall not extend the effective period of the original warranty on the Product.

Warranty Effective Periods/ Product Requirements

A. One-Year Warranty

The "Manufacturer" warrants to the Owner that the parts comprising the Torus Series boiler and water heater ("Product") will be free from defects in material and workmanship for one (1) year from the date of installation or eighteen (18) months from the date of shipment from the factory whichever comes first except where otherwise noted herein below.

B. Five-Year Warranty

The manufacturer further warrants to the Owner that the Heat Exchanger provided in the Water Heater Products will be free from defects from condensate corrosion and in material and workmanship for a period of five years (non prorated) from the date of installation or sixty-six (66) months from the date of shipment from the factory, whichever occurs first contingent upon the following: This Water Heater Product is designed to operate scale free, maintaining a water hardness between 4 and 12 grains per gallon with a level of dissolved solids not exceeding 350 ppm. Water having a hardness less than 4 grains can cause excessive corrosion of the heat exchanger. Water that has a hardness greater than 12 grains per gallon and/or a level of dissolved solids exceeding 350 ppm will require a larger circulating pump. Water hardness greater than 15 grains per gallon will require a water softener system. (See Installation Instructions for proper pump performance.) Failure to follow any of these requirements will void the warranty.

C. Ten-Year Warranty

The manufacturer further warrants to the Owner that the Heat Exchanger provided in the Boiler Products will be free from defects from condensate corrosion and in material and workmanship for a period of **either** ten (10) years (non prorated) from the date of installation or one hundred twenty-six (126) months from the date of shipment from the factory, whichever occurs first provided that (i) Suspended solids such as magnetite, Iron Oxides were flushed from the system prior to commissioning the boiler(s), (ii) The system fill water did not at any time contain more than 500 ppm of dissolved solids, did not contain less than 150 ppm chloride concentration and was not greater than 200 ppm hardness, (iii) the PH level must be, and have been, at all times, within 6.5-8.5 range, (iv) the system has been protected by the addition of a corrosion inhibitor where required by either the chemical supplier's or manufacturer's instructions, (v) A minimum system pressure of (20 psig, 138, kPa) has been maintained at boiler operating conditions - (30 psig, 207 kPa is required for glycol systems) and (vi) for systems that require glycol for freeze protection, the use of a glycol/water mix that prevents foaming is mandatory because air entrapped within foam significantly decreases heat transfer and can result in damage to the heat exchanger. Failure to follow any of these requirements will void the warranty.

D. Twenty-One Year Thermal Shock Warranty

The manufacturer further warrants to the Owner that the Heat Exchangers in the Products will be warranted for twenty-one (21) years against thermal shock when installed in a closed loop hot water system. This warranty does not cover damage due to corrosion, scaling, sooting or to improper installation practices as set forth in the Exclusions to the Limited Warranty below. The inlet / outlet temperature differential across the boiler heat exchanger must not exceed requirements stated in the Installation Instructions. Failure to follow these guidelines will void the warranty.

Exclusions to This Limited Warranty all exclusions will be determined in the sole discretion of Manufacturer:

- a. Any expenses, including manufacturer's on-site labor or material, incurred during the removal or reinstallation of the product or replacement parts thereof all of which are the responsibility of the Owner.
- b. Products that have been subjected to misuse or neglect, have been accidentally or intentionally damaged, has not been installed, maintained or operated in accordance with the manufacturer's furnished written instructions or manuals, or has been altered or modified in anyway by any person other than those authorized in writing by the Manufacturer to do so. Chemical corrosion from corrosive chemicals (freon, dry cleaning chemicals, degreasing liquids, chlorine or any chemicals that produce hydrochloric acid) that may be present in the boiler room can rapidly destroy the heating equipment and void the warranty.
- c. Products that were not properly installed, maintained (serviced annually) or operated by a qualified contractor in accordance with the Manufacturer's furnished written instructions, or meet 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.
- d. To burners, jackets, controls and other auxiliary equipment furnished by the manufacturer, but manufactured by others. Any warranties for such items shall be limited to those warranties offered by the original equipment manufacturer.
- e. Damage associated with or caused by the installation of the Products 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 to the Owner for its own work and the results thereof.
- f. Lime build-up in the heat exchanger tubes caused by excessive water hardness.

THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY TO THE TORUS SERIES WATER BOILERS/WATER HEATERS 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 HOWEVER IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR ANY DIRECT DAMAGES THAT EXCEED THE ORIGINAL SALE PRICE OF THE PRODUCTS SOLD TO OWNER THAT ARE 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.