

THERMOSTEAM SYSTEMS, INC.

5/10/15/20 Year Limited Factory Warranty

Boilers and Components

ThermoSteam Systems, Inc. (ThermoSteam) warrants its products against defects in materials and workmanship only, during the warranty period(s) defined below. Any part showing unmistakable defect in material or workmanship within the applicable warranty period will be repaired or replaced at ThermoSteam's option. ThermoSteam's liability is limited to the repair or replacement of the defective part, at the ThermoSteam Factory.

EFFECTIVE DATE

This limited warranty extends from the earlier of: the date installation or ninety days from date of shipment from ThermoSteam.

WARRANTY PERIOD

ThermoSteam's limited warranty provisions for complete boiler assemblies and blowdown tanks provide various 100 percent and pro-rated protection as detailed below:

Boiler Water Tube Assemblies: Water Tube Assembly warranty is five (5) year pro-rated. Any water tube assembly which exhibits a defect in material or workmanship during the first year of use will be repaired or replaced, at ThermoSteam's option. Should such defect occur after the end of the first year, but within a five year period of use, a charge of twenty five (25) percent of the prevailing list price of such water tube assembly will be made for each year of use, partial years being pro-rated at 1/12 per month.

Boiler Shells: Boiler shell warranty is ten (10) year pro-rated. Any boiler shell which exhibits a defect in material or workmanship during the first five (5) years of use will be repaired or replaced at ThermoSteam's option. Should such defect occur after the end of the first five (5) years, but within a ten year period of use, a charge of twenty (20) percent of the prevailing list price of such boiler shell will be made for each year of use, partial years being pro-rated at 1/12 per month.

Steam Drums: Steam drum warranty is fifteen (15) year pro-rated (see below). Any steam drum which exhibits a defect in material or workmanship during the first ten (10) years of use will be repaired or replaced at ThermoSteam's option. Should such defect occur after the end of the first ten (10) years, but within a fifteen (15) year period of use, a charge of twenty (20) percent of the prevailing list price of such steam drum will be made for each year of use, partial years being pro-rated at 1/12 per month.

Thermal Shock: Thermal shock warranty is twenty (20) years. Thermal shock is the stress load applied to the boiler when very cold make-up water is added to the boiler while the boiler is operating. Any boiler pressure vessel, comprising of steam drum and water tube assembly, clearly exhibiting thermal shock damage during the first twenty (20) years of use will be repaired or replaced at ThermoSteam's option.

Blow Down Tanks: Blow Down Tank warranty is five (5) year pro-rated. Any blow down tank which exhibits a defect in material or workmanship during the first year of use will be repaired or replaced at ThermoSteam's option. Should such defect occur after the end of the first year, but within a five (5) year period of use, a charge of twenty-five (25) percent of the prevailing list price of such blow down tank will be made for each year of use, partial years being pro-rated at 1/12 per month.

Installed Controls, Pumps, Valves, etc.: Component parts not manufactured by ThermoSteam and not specifically excluded below, such as controls, pumps and valves, are warranted for a period of one year from date of shipment.

Replacement and Service Parts: Replacement and service parts are warranted for a period of ninety (90) days from date of shipment, except water tube assemblies, shells and steam drums which carry a one year, non-pro-rated warranty.

CONDITIONS

- 1) Any claim for adjustment under this limited warranty must be made during the applicable warranty period.
- 2) Items for which warranty consideration is being sought shall be delivered to the ThermoSteam factory, freight pre-paid, for inspection by ThermoSteam.
- 3) ThermoSteam's decision as to the validity of the claim is final.
- 4) Appropriate credit for approved claims will be issued against the invoice covering the replacement assembly.
- 5) Freight charges for warranty service items are to be paid by the customer.

EXCLUSIONS

Since operation of the boiler and maintenance of proper boiler feed water conditions are the operator's responsibility and are beyond ThermoSteam's control, the following conditions are excluded from warranty coverage:

- (a) Burning, rupture, pitting or other damage to boiler shell, steam drum or water tube assemblies resulting from "scaling", "liming", corrosion or other damage resulting from failure to soften and/or chemically treat the boiler feed water.
- (b) Burning, rupture, or other damage to tube assemblies resulting from failure of boiler safety controls, faulty installation, or failure to maintain boiler safety controls in safe operating condition.
- (c) Labor or expense incurred in troubleshooting, removing defective parts or reinstalling replacement parts.
- (d) Damages or loss incurred because of interruption of service.
- (e) Thermal shock warranty does not apply to boilers with "scaled", "limed", or corroded heating surfaces.