

WARRANTY INFORMATION

Clean Burn, LLC, MANUFACTURER, hereby warrants that MANUFACTURER's furnaces shall be free from defect in material and workmanship under normal use according to the provisions and limitations herein set forth.

MANUFACTURER warrants the **heat exchanger/combustion chamber** for a period of **ten (10) years or 15,000 hours, whichever comes first),** from the date of purchase by the original purchaser, as follows:

If the defect occurs within the first ten (10 years or 15,000 hours, whichever comes first), Clean Burn will replace or repair the heat exchanger/combustion chamber.

MANUFACTURER warrants all other Clean Burn component parts, including the energy retention disk, for a period of one (1) year from the date of purchase by the original purchaser.

LIMITATIONS:

The obligation of MANUFACTURER for breach of warranty shall be limited to products manufactured by MANUFACTURER, (1) that are installed, operated and maintained according to MANUFACTURER's instructions furnished and/or available to the purchaser upon request; (2) that are installed according to all other applicable Federal, State and local codes or regulations; and (3) that the purchaser substantiates were defective in material and workmanship notwithstanding that they were properly installed and correctly maintained as set forth above and were not abused or misused. The MANUFACTURER may request service records or require photos of the installation or defect.

The obligation of MANUFACTURER shall be limited to replacing or repairing the defective product, at the option of the MANUFACTURER. MANUFACTURER shall not be responsible for any labor or costs or removal or reinstallation of its products and shall not be liable for transportation costs to and from its plant at Janesville, Wisconsin.

Use of parts for modification or repair of the product or any component part thereof not authorized or manufactured by MANUFACTURER specifically for such product shall void this warranty.

This warranty shall not apply to any damage to or defect in any of MANUFACTURER's products that is directly or indirectly caused by (1) *force majeure*, Act of God or other accident not related to an inherent product defect; or (2) abuse, misuse or neglect of such product, including any damage caused by improper assembly, installation, adjustment, service, maintenance or faulty instruction of the purchaser.

Other than as expressly set forth hereinabove, MANUFACTURER makes no other warranty, express or implied, with respect to any of MANUFACTURER's products, including but not limited to any warranty of merchantability or fitness for a particular purpose.

And in no event shall MANUFACTURER be responsible for any incidental or consequential damages of any nature suffered by purchaser or any other person or entity caused in whole or in part by any defect in any of MANUFACTURER's products. Any person or entity to whom this warranty extends and who claims breach of warranty against MANUFACTURER must bring suit thereon within one year from the date of occurrence of such breach of warranty or be forever barred from any and all legal or other remedies for such breach of warranty.

MANUFACTURER is not responsible for and hereby disclaims any undertaking, representation or warranty made by any dealer, distributor or other person that is inconsistent with or in any way more expansive than the provisions of this limited warranty.

This warranty grants specific legal rights and shall be read in conformity with applicable state law. In some jurisdictions, the applicable law mandates warranty provisions that provide greater legal rights than those provided for herein. In such case, this limited warranty shall be read to include such mandated provisions; and any provision herein that is prohibited or unenforceable in any such jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions and without affecting the validity or enforceability of such provision in any other jurisdiction(s).