

LIMITED WARRANTY

What this Warranty Covers & Who it Applies to:

The limited warranty provided by Bosch Thermotechnology Corp. (“Bosch”) applies only to Bosch boilers and heat exchangers, wood pellet burners and accessories (“Product”) sold to you, the first user and purchaser, provided that the Product was purchased: (1) for your normal, household (non-commercial) use, and has only been used for normal household purposes; (2) new at retail (not a display, “as is”, or previously returned model), and not for resale, or commercial use; and (3) within the United States. The warranties stated herein apply only to the first purchaser of the Product and are not transferable.

- Please make sure to return your registration card; while not necessary to effectuate warranty coverage, it is the best way for Bosch to notify you in the unlikely event of a safety notice or product recall.

How Long this Limited Warranty Lasts:

Bosch warrants that the burner and integral electrical components and parts portions of the Product are free from defects in materials and workmanship for a period of two (2) years from the date of purchase and in addition, the boiler and heat exchanger are warranted for a full five (5) years from the date of purchase, but the warranty period for the ignition coil and ash scraper plate is limited to one (1) year. The warranty period begins to run upon the date of purchase, and shall not be tolled, extended, or suspended, for any reason whatsoever. Labor and shipping costs are not included in the coverage of this warranty.

Terms of Limited Warranty:

Bosch will provide replacement parts for any component that proves to be defective in materials or workmanship (excludes labor charges) within the time periods set forth above (excludes labor charges). • The foregoing timeline begins to run upon the date of purchase, and shall not be stalled, tolled, extended, or suspended, for any reason whatsoever.

Repair/Replace as Your Exclusive Remedy:

During this limited warranty period, Bosch or one of its authorized service providers will provide replacement parts for you Product without charge to you (subject to certain limitations stated herein) if your Product proves to have been manufactured with a defect in materials or workmanship. All removed parts and components shall become the property of Bosch at its sole option. All replaced and/or repaired parts shall assume the identity of the original part for purposes of this warranty and this warranty shall not be extended with respect to such parts. Bosch’s sole liability and responsibility hereunder is to provide replacements for defective Product only to a Bosch-authorized service provider during normal business hours. For safety and property damage concerns, Bosch highly recommends that you do not attempt to repair the Product yourself, or use an un-authorized servicer; Bosch will have no responsibility or liability for repairs or work performed by a non-authorized servicer. If you choose to have someone other than an authorized service provider work on your Product, THIS WARRANTY WILL AUTOMATICALLY BECOME NULL AND VOID. Authorized service providers are those persons or companies that have been specially trained for customer service and technical ability (note that they are independent entities and are not agents, partners, affiliates or representatives of Bosch).

Warranty Exclusions:

The warranty coverage described herein excludes all defects or damage that are not the direct fault of Bosch, including without limitation, one or more of the following: (1) use of the Product in anything other than its normal, customary and intended manner (including without limitation, any form of commercial use); (2) any party’s wilful misconduct, negligence, misuse, abuse, accidents, neglect, improper operation, failure to maintain, improper or negligent installation, tampering, failure to follow operating instructions, mishandling, unauthorized service (including self-performed “fixing” or exploration of

the appliance's internal workings); (3) adjustment, alteration or modification of any kind; (4) a failure to comply with any applicable state, local, city, or county electrical, plumbing and/or building codes, regulations, or laws, including failure to install the product in strict conformity with local fire and building codes and regulations; (5) ordinary wear and tear; and (6) any external, elemental and/or environmental forces and factors, including without limitation, fire, floods, basement flooding, rain, wind, sand, floods, fires, mud slides, freezing, excessive moisture or extended exposure to humidity, lightning, power surges, structural failures surrounding the Products and acts of God. In no event shall Bosch have any liability or responsibility whatsoever for damage to surrounding property and other structures or objects around the Product. Also excluded from this warranty are scratches, nicks, minor dents, and cosmetic damages on external surfaces and exposed parts; Products on which the serial numbers have been altered, defaced, or removed; service visits to teach you how to use the Product, or visits where there is nothing wrong with the Product; correction of installation problems (you are solely responsible for any structure and setting for the Product, including all electrical, plumbing or other connecting facilities, for proper foundation/flooring, and for any alterations); and resetting of breakers or fuses.

TO THE EXTENT ALLOWED BY LAW, THIS WARRANTY SETS OUT YOUR EXCLUSIVE REMEDIES WITH RESPECT TO PRODUCT, WHETHER THE CLAIM ARISES IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, OR NEGLIGENCE) OR OTHERWISE. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED. ANY WARRANTY IMPLIED BY LAW, WHETHER FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, SHALL BE EFFECTIVE ONLY FOR THE PERIOD THAT THIS EXPRESS LIMITED WARRANTY IS EFFECTIVE. IN NO EVENT WILL THE MANUFACTURER BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, "BUSINESS LOSS", AND/OR PUNITIVE DAMAGES, LOSSES, OR EXPENSES, INCLUDING WITHOUT LIMITATION TIME AWAY FROM WORK, HOTELS AND/OR RESTAURANT MEALS, EXPENSES IN EXCESS OF DIRECT DAMAGES WHICH ARE DEFINITELY CAUSED EXCLUSIVELY BY BOSCH, OR OTHERWISE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

BOSCH's warranty shall not apply to any of the following:

- Components which have been replaced but found not to have been defective;
- Faulty installation of equipment;
- Incorrect use or maintenance of equipment and/or advice on either; and
- Equipment used otherwise than for the purposes as defined in the manual

Service Records must be made available to BOSCH for each qualifying failure which shall include:

- Model number of the unit reporting the failure;
- Serial number including the date code of manufacture;
- Date product was installed and placed in operation;
- Date component failure reported;
- Description of condition that prompted the service call; and
- Part number of component that failed.

No attempt to alter, modify or amend this warranty shall be effective unless authorized in writing by an officer of BOSCH.

How to Obtain Warranty Service: TO OBTAIN WARRANTY SERVICE FOR YOUR PRODUCT, YOU SHOULD CONTACT MAINE ENERGY SYSTEMS AT (207) 824-6749.