Limited Warranty

Endura ZE (EZE) Resistive Electric Boilers

Provided the boiler is installed, commissioned, controlled, operated, and maintained in accordance with the Installation, Operation and Maintenance Manual, Fulton Thermal Corporation ("Fulton") provides the following limited warranty:

LIFETIME THERMAL SHOCK WARRANTY

The pressure vessel is warranted for the lifetime of the boiler against defects in materials and/or workmanship that result in leakage determined by Fulton to have been caused by thermal shock (defined as abrupt, rapid heating and/or cooling). If so determined, Fulton will repair, or replace, exchange or credit, at its sole discretion, the pressure vessel, FOB factory.

TEN (10) YEAR PRESSURE VESSEL WARRANTY

The pressure vessel is warranted for ten (10) years from the date of shipment from the factory against failures determined by Fulton to be the result of defective materials or workmanship. If so determined, Fulton will repair, replace, exchange or credit, at its sole discretion, the pressure vessel, FOB factory. Waterside corrosion or scaling is not covered. Failures outside of the ASME pressure vessel boundary are not covered.

TWO (2) YEAR HEATING ELEMENT WARRANTY

The heating element is warranted for two (2) years from the date of shipment from the factory against failures determined by Fulton to be the result of defective materials or workmanship. If so determined, Fulton will repair or replace, at its sole discretion, FOB factory. This warranty does not cover damage due to wear and tear, or misuse. This warranty does not cover other parts associated with the heating element region such as gaskets, o-rings, and hardware.

TWO (2) YEAR PARTS WARRANTY

Other boiler parts are warranted against workmanship or material defects for two (2) years from shipment from the factory. Fulton will repair or replace, at its sole discretion, FOB factory. Defective parts must be returned to Fulton for evaluation and warranty credit consideration in accordance with the Returned Materials Authorization policy. This warranty does not cover loose ancillary equipment and accessories shipped with the boiler such as communication gateways, lead-lag sequencing control devices, regulators, pumps, or motorized isolation valves. This warranty does not cover consumables or wear items such as gaskets, o-rings, pressure relief valves, fuses, or electrodes.

CONDITIONS OF WARRANTY

The warranty is valid for the original installation and original owner only. The boiler must be installed, commissioned, controlled, operated, and maintained in accordance with the *Installation, Operation and Maintenance Manual*. There shall be no modifications, adjustments, or repairs to the equipment not authorized by Fulton in writing. There shall be no replacement parts used not manufactured or authorized by Fulton in writing.

Fulton shall be notified in writing as soon as any defect or failure becomes apparent. Failure to do so may limit Fulton's obligations under this warranty or render the warranty invalid in whole or in part. No agent or representative of Fulton other than the Warranty Manager or an officer of the company has authority to modify or alter the conditions of warranty. A formal Purchase Order is required prior to shipment of any replacement warranty item. This warranty does not include freight, handling or labor charges.

To the extent not prohibited by law in the state, province, jurisdiction or country of purchase, this warranty and the remedies set forth are exclusive and in lieu of all other warranties, remedies and conditions, whether oral, written, statutory, express or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. In no event or under any circumstances shall Fulton be liable for any consequential, incidental, special, punitive or other indirect damages arising in any way including, but not limited to, loss of profits or business, even if Fulton has been advised of the possibility of such damages. Under no circumstances shall Fulton's liability exceed the amount paid to Fulton for the original equipment.

THIS LIMITED WARRANTY IS GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE, COUNTRY, JURISDICTION, OR PROVINCE IN WHICH THE PRODUCT WAS ORIGINALLY PURCHASED. THE LIMITED WARRANTY TERMS CONTAINED IN THIS STATEMENT, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT, OR MODIFY BUT ARE IN ADDITION TO THE MANDATORY STATUTORY RIGHTS APPLICABLE TO THE SALE OF THIS PRODUCT TO THE PURCHASER. OUTSIDE THE UNITED STATES AND CANADA AND TO THE EXTENT SUCH WARRANTIES, TERMS AND CONDITIONS CANNOT BE DISCLAIMED AND ARE PERMITTED BY APPLICABLE LAW, FULTON LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES AND CONDITIONS TO EIGHTEEN (18) MONTHS OF SHIPMENT FROM THE FACTORY OR TWELVE (12) MONTHS FROM STARTUP, WHICHEVER COMES FIRST. THIS LIMITED WARRANTY GIVES THE PURCHASER SPECIFIC LEGAL RIGHTS, AND THE PURCHASER MAY HAVE OTHER LEGAL RIGHTS, WHICH MAY VARY BY STATE, COUNTRY, JURISDICTION, OR PROVINCE.