WARMBOARD WARRANTY

WARMBOARD offers the following limited warranties on select Warmboard products for original purchasing owners ("Owner") of such products that were purchased on or after February 1, 2023. Please refer to the complete warranty description below for the limited warranty offered for the applicable Warmboard product, and this Warmboard Warranty for the terms and conditions of the limited warranty.

PRODUCT	WARRANTY LENGTH FOR BRIDGE USERS*	WARRANTY COVERAGE	WARRANTY CONDITIONS
Warmsource Comfort System Powered by Heat Pump**	Compressor: Ten (10) years Components: Five (5) years	Any replacement parts, as needed A new unit if entire unit must be replaced	Must be properly installed following our installation guide(s) See complete warranty below for terms and conditions
Warmsource Comfort System Powered by Boiler	Heat exchanger: Seven (7) years Components: Five (5) years	Any replacement parts, as needed A new unit if entire unit must be replaced	Must be properly installed following our installation guide(s) See complete warranty below for terms and conditions
Warmboard Electronic Controls	Three (3) years	Repair or replace any defective- electronic controls or actuator	Must be properly installed following our installation guide(s) See complete warranty below for terms and conditions
Warmboard Tubing & Manifolds	Tubing: Twenty-five (25) years Manifolds, Press Fittings and Compression Fittings: Seven (7) years	Repair or replace any defective tubing, manifold, press fitting, or compression fitting	Must be properly installed following our installation guide(s) See complete warranty below for terms and conditions
Warmboard Panels	Lifetime of the structure or work of improvement into which they are initially installed	Repair or replace any defective panels	Must be properly installed following our installation guide(s) Must be properly cared for See complete warranty below for terms and conditions

- * Shorter warranty lengths apply to certain WARMBOARD products for Owners who do not install and remain connected to the WARMBOARD Bridge <u>https://www.warmboard.com/wpcontent/uploads/2022/06/QuickStart_Bridge.pdf</u>.
 See this Warmboard Warranty for more details.
- ** Warmsource Comfort Systems powered by Heat Pump are manufactured by SpacePak. SpacePak provides warranty coverage for only the Heat Pump. Warmboard does not provide warranty coverage for the Heat Pump.

Warmsource Boiler Limited Warranty

WARMBOARD warrants the boiler and its components to be free from defects in material and workmanship according to the following terms, conditions, and time periods. UNLESS OTHERWISE NOTED THESE WARRANTIES COMMENCE ON THE DATE OF DELIVERY OF THE BOILER TO THE JOB SITE.

COVERAGE

- A During the seven years of the warranty term applicable to the heat exchanger, WARMBOARD warrants that it will repair or replace, at its option, a defective or malfunctioning heat exchanger. During the five (5) years of the warranty term applicable to components, WARMBOARD warrants that it will repair or replace, at its option, any defective or malfunctioning component of the boiler with a component of equivalent size and current model. Replacement components will be warranted for the remainder of the original five (5) year term or ninety (90) days, whichever is longer.
 - This warranty period applies only to Bridge Users Owners who have connected their WARMBOARD Comfort System to the WARMBOARD Bridge are only entitled to one-half (1/2) of the warranty period described above until the Owner has connected the WARMBOARD Comfort System to the WARMBOARD Bridge.
- B Should a defect or malfunction result in a leakage of water from the boiler within the above-stated warranty periods due to defective material or workmanship, malfunction, or failure to comply with the above warranty, with such defect or malfunction having been verified by an authorized WARMBOARD representative, WARMBOARD will replace the defective or malfunctioning boiler with a replacement of the nearest comparable model available at the time of replacement. The replacement boiler will be warranted for the unexpired portion of the applicable warranty period of the original boiler.
- C If government regulations, industry certification, or similar standards require the replacement boiler or component(s) to have features not found in the defective boiler or component(s), the Owner will be charged the difference in price represented by those required features. If the Owner pays the price difference for those required features and/or chooses to upgrade the size and/or other features available on a new replacement boiler or component(s), the Owner will also receive a complete new limited warranty for that replacement boiler or component(s).
- D It is expressly agreed between WARMBOARD and the Owner that repair, replacement, or refund are the exclusive remedies of the Owner. WARMBOARD shall not be liable or responsible for any damages caused by the defective or malfunctioning boiler other than its repair, replacement, or refund obligations pursuant to this warranty.

During the claims process a product that must be replaced will be given a designation of either a) field scrap, or b) return to WARMBOARD. If the product must be returned to WARMBOARD, the returned product must arrive at WARMBOARD within thirty (30) days of the date of our request to return the product. After receipt of the returned product, WARMBOARD may require as many as thirty (30) additional days for product testing. NOTE: Any components or heaters returned to WARMBOARD for warranty analysis will become the property of WARMBOARD and will not be returned, even if credit is denied.

If you have questions about the coverage of this warranty, please contact WARMBOARD.

OWNER RESPONSIBILITIES

- 1 The Owner must hire a licensed professional installer/service technician that installs a relief valve bearing the listing marks of the American Society of Mechanical Engineers (ASME) installed with the boiler assembly in accordance with federal, state, and local codes.
- 2 Owner must maintain the boiler in accordance with the maintenance procedure listed in the manufacturer's (Lochinvar) provided instructions. Preventive maintenance can help avoid any unnecessary breakdown of the boiler and keep it running at optimum efficiency.
- **3** Maintain all related system components in good operating condition.
- **4** Use the boiler at water pressures not exceeding the working pressure shown on the rating plate.
- 5 Make provisions so if the boiler or any component or connection thereto should leak, the resulting flow of water will not cause damage to the area in which it is installed.

WARRANTY EXCLUSIONS

This limited warranty will not cover:

- Any boiler not installed by a qualified heating installer/service technician, or installations that do not conform to ANSI, CSA, and/or UL standards, as well as any applicable national or local building codes.
- 2 Service trips to teach the Owner how to install, use, maintain, or to bring the boiler installation into compliance with local building codes and regulations.
- **3** The workmanship of any installer. WARMBOARD disclaims and does not assume any liability of any nature caused by improper installation, repair, or maintenance.

WARRANTY

- **4** Electricity or fuel costs, or increased or unrealized savings for any reason whatsoever.
- **5** Any water damage arising, directly or indirectly, from any defect in the boiler or component part(s) or from its use.
- **6** Any incidental, consequential, special, or contingent damages or expenses arising, directly or indirectly, from any defect in the boiler or the use of the boiler.
- 7 Failure to locate the boiler in an area where leakage of the boiler or water line connections and the relief valve will not result in damage to the area adjacent to the boiler or lower floors of the structure, as well as failure to install the boiler with properly designed containment measures.
- **8** Boilers repaired or altered without the prior written approval of WARMBOARD.
- **9** Damages, malfunctions, or failures resulting from improper installation, or failure to install the boiler in accordance with applicable building codes/ordinances or good plumbing and electrical trade practices; or failure to operate and maintain the boiler in accordance with the manufacturer's provided instructions.
- **10** Damages, malfunctions, or failures resulting from failure to operate the boiler at pressures not exceeding the working pressure shown on the rating label.
- **11** Failure or performance problems caused by improper sizing of the piping, or the gas supply line, the venting connection, combustion air openings, electric service voltage, wiring or fusing.
- **12** Damages, malfunctions, or failures caused by improper conversion from natural gas to LP gas or LP gas to natural gas.
- **13** Damages, malfunctions, or failures caused by operating the boiler with modified, altered, or unapproved components, or any component / attachment not supplied by WARMBOARD.
- 14 Damages, malfunctions, or failures caused by abuse, accident, fire,flood, freeze, lightning, electrochemical reaction, acts of God and the like.
- **15** Failures (including leaks) caused by operating the boiler in a corrosive or contaminated atmosphere.
- 16 Damages, malfunctions, or failures caused by operating an empty or partially empty boiler ("dry firing"), or failures caused by operating the boiler when it is not supplied with water, free to circulate at all times.
- **17** Any damage or failure resulting from improper water chemistry. See following page for water chemistry requirements.

CONTAMINANT	LEVEL	
Total Hardness (140°F and above water temperature) [PEX MAX 140]	120 mg/l (7 grains/gallon)	
Aluminum	0.05 to 0.2 mg/l	
Chloride	100 mg/l	
Color	15 color units	
Соррег	1.0 mg/l	
Corrosivity	Non-corrosive	
Fluoride	2.0 mg/l	
Foaming Agents	0.5 mg/l	
Iron	0.3 mg/l	
Manganese	0.05 mg/l	
Odor	3 threshold odor number	
рН	6.5-8.5	
Silver	0.1 mg/l	
Sulfate	250 mg/l	
Total Dissolved Solids (TDS)	500 mg/l	
Zinc	5 mg/l	
Dissolved Carbon Dioxide (CO2)	15 mg/l or ppm	

- **18** Any damages, malfunctions, or failures resulting from the use of dielectric unions.
- 19 Boilers replaced for cosmetic reasons.
- **20** Components of the boiler that are not defective but must be replaced during the warranty period as a result of reasonable wear and tear.
- **21** Damages, malfunctions, or failures resulting from the use of any attachment(s) not supplied by WARMBOARD.
- **22** Boilers installed outside the fifty states (and the District of Columbia) of the United States of America and Canada.
- **23** Boilers moved from the original installation location.
- **24** Boilers that have had their rating labels removed.

Warmboard Electronic Controls Warranty

3-Year Limited Warranty for Bridge Users/1.5-Year Limited Warranty if the Bridge Connection is Not Installed and Maintained

WARMBOARD provides electronic controls as part of the integrated group of products known as the WARMBOARD Comfort System. For the purposes of this warranty the following products are covered by this Electronic Control Warranty: The WARMBOARD thermostat, manifold controller, actuators, Smart Reset Controller, pump control board. WARMBOARD warrants that for a period of three (3) years from the date of purchase by the consumer ("Owner"), the WARMBOARD Comfort System electronic controls (the "Electronic Controls") shall be free of defects in materials and workmanship under normal use and service. The warranty period is shortened to one and one-half years (1.5) years from the date of purchase by Owner if the Owner does not install and maintain a connection to the WARMBOARD Bridge.

During the warranty period, WARMBOARD shall, at its option, repair or replace any defective Electronic Controls, at no charge. Any replacement and/ or repaired devices are warranted for the remainder of the original warranty or ninety (90) days, whichever is longer. If the product is defective, call WARMBOARD Customer Service at 1.800.556.0595. WARMBOARD will make the determination whether a replacement product can be sent to you or whether the product should be returned to our address.

WARRANTY EXCLUSIONS

This warranty does not cover any removal or reinstallation cost and shall not apply if the damages were found to be caused by something other than defects in materials or workmanship of the Product, including without limitation, to the following:

- 1 The Product was operated/stored in abnormal use or maintenance conditions.
- 2 The Product is repaired, modified or altered, unless WARMBOARD expressly authorizes such repair, modification or alteration in writing.
- **3** The Product was subject to abuse, neglect, electrical fault, improper handling, accident or acts of nature.
- 4 The Product was installed improperly.

Warmboard Heat Pump Limited Warranty

Owners who purchase a WARMBOARD Comfort System powered by a Heat Pump (SpacePak SIM-036 and SIM-060) for installation in a residential single-family home by a SpacePak installer are warranted by the Heat Pump's manufacturer, SpacePak. See SpacePak warranty terms and conditions here: <u>SpacePak Limited</u> <u>Warranty 2121.pdf</u>. WARMBOARD does not provide separate warranty coverage for the Heat Pump and makes no promises or representations as to the warranty coverage provided by SpacePak.

Warmboard Tubing & Manifold Limited Warranty

Tubing: 25-Year Limited Warranty for Bridge Users/12.5-Year Limited Warranty if the Bridge Connection is Not Installed and Maintained; Manifold and Fittings: 7-Year Limited Warranty for Bridge Users/3.5-Year Limited Warranty if the Bridge Connection is Not Installed and Maintained

WARMBOARD warrants that for a period of twenty-five (25) years from the date of purchase by the consumer ("Owner"), the WARMBOARD tubing shall be free of defects in materials and workmanship under normal use and service. The tubing warranty period is shortened to twelve and one-half years (12.5) years from the date of purchase by Owner if the Owner does not install and maintain a connection to the WARMBOARD Bridge. WARMBOARD warrants that for a period of seven (7) years from the date of purchase by the Owner, the WARMBOARD Manifolds, Press Fittings and Compression Fittings shall be free of defects in materials and workmanship under normal use and service. The manifolds and fittings warranty period is shortened to three and one-half years (3.5) years from the date of purchase by Owner if the Owner does not install and maintain a connection to the WARMBOARD Bridge.

During the warranty period, WARMBOARD shall, at its option, repair or replace any defective tubing, at no charge. Any replacement tubing is warranted for the remainder of the original warranty or ninety (90) days, whichever is longer. If the product is defective, call Customer Service at 1.800.556.0595. WARMBOARD will make the determination whether a replacement product can be sent to you or whether the product should be returned to our address.

Warmboard Panel Limited Warranty

WARMBOARD warrants, subject to the conditions and limitations below, that its radiant heating panels (WARMBOARD-S and WARMBOARD-R hereinafter collectively referred to as "Panels") shall be free from all material defects in material and workmanship in the manufacturing process for the normal life of the structure or work of improvement into which they are initially installed. Should Panels be proven to be defective within the normal life of the structure or work of improvement into which they are initially installed, WARMBOARD, in its sole discretion and at its sole option, shall either: Repair or replace the defective Panels, not including demolition or reinstallation labor; or Refund the original cost of such defective Panels, noting that texture and color variations do not constitute defects.

To comply with this limited warranty, it is the consumer's responsibility to properly care for the Panels (as applicable). In no event shall WARMBOARD pay for any incidental or consequential costs or damages.

WARRANTY EXCLUSIONS

- 1 Panels that have been damaged by misuse, abuse, accident or mishandling.
- 2 Panels that have been re-manufactured.
- **3** Failure to follow the handling, installation or finishing instructions (available from the manufacturer) pertaining to the Panels.
- **4** Panels that are not adequately attached, per the approved methods of attachment (available from the manufacturer).
- 5 Damage caused by fire, flood, act of God, earthquake, storm, tornado, or any other cause beyond the control of the Company.
- 6 Panels sold or installed outside the USA or Canada.
- 7 Failure to provide adequate ventilation and humidity controls both below and above the panels voids the warranty.
- **8** WARMBOARD-S panels that are not stamped with the rating certification of the APA (Engineered Wood Association).
- 9 WARMBOARD-S panels are rated "Exposure 1" which anticipates intermittent exposure to inclement weather during normal construction timelines. Exposure to abnormally extended periods of inclement weather or continuous moisture exposure voids the warranty.
- **10** WARMBOARD-R panels must be stored in and installed in a dry environment. WARMBOARD-R panels cannot get wet. Exposure to wetness voids the warranty.

Claims under this Warranty must be made immediately upon finding the issue within the normal life of the structure or work of improvement into which they are initially installed and prior to beginning any repair work. Contact WARMBOARD Technical Support at 1.800.556.0595 for questions or assistance. Warranty coverage requires review and approval of the issue with WARMBOARD Technical Support. WARMBOARD reserves the right to inspect any Panels which are the subject of a warranty claim. Final determination will be made as part of the warranty claim process.

Procedures for Warranty Service Requests for All Products

Any claim for warranty assistance must be made immediately upon finding the issue. Contact WARMBOARD Technical Support at 1.800.556.0595 for questions or assistance. Warranty coverage requires review and approval of the issue with WARMBOARD Technical Support prior to a full replacement. Any claim for warranty reimbursement will be rejected if prior approval from WARMBOARD is not obtained in advance of a full replacement. Final determination will be made as part of the warranty claim process. When submitting a warranty claim, clear pictures (or video) of the following items are required:

- 1 Serial number tag (sticker)
- 2 The product
- 3 The product issue / failure whenever possible
- 4 A picture of the piping near the product
- 5 A picture of the venting, including how it exits the building

In the event WARMBOARD determines the failure of a product, WARMBOARD will ship Owner a replacement product or, if a replacement product is not available, an equivalent replacement product.

Service, Labor and Shipping Costs for All Products

Except when specifically prohibited by the applicable state or provincial law, the Owner, and not WARMBOARD, shall be liable for and shall pay for all charges for labor or other expenses incurred in the removal, repair, or replacement of the product or any component part(s) claimed to be defective or any expense incurred to remedy any defect in the product. Such charges include, but are not necessarily limited to:

- All freight, shipping, handling, and delivery costs of forwarding a new product or replacement part(s) to the owner.
- 2 All costs necessary or incidental in removing the defective product or component part(s) and installing a new product or replacement part(s).
- 3 All administrative fees incurred by the Owner, as well as material required to complete, and/or permits required for, installation of a new product or replacement part(s), and
- 4 All costs necessary or incidental in returning the defective product or component part(s) to a location designated by the manufacturer.

No Other Warranties

This warranty gives the Owner specific legal rights. The Owner may also have other rights that vary by state or by province. These are the only written warranties applicable to these products manufactured and sold by WARMBOARD. WARMBOARD neither assumes nor authorizes anyone to assume for it any other obligation or liability in connection with said products.

WARMBOARD reserves the right to change specifications or discontinue models without notice.

LIMITATIONS OF ALL OF THE ABOVE WARMBOARD WARRANTIES AND REMEDIES

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED TO THE FURTHEST EXTENT UNDER APPLICABLE LAW IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM WARMBOARD'S NEGLIGENCE, ACTUAL OR IMPUTED. THE REMEDIES OF THE OWNER SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY OTHER REMEDIES INCLUDING WITHOUT LIMITATION. INCIDENTAL OR CONSEQUENTIAL DAMAGES, SAID INCIDENTAL AND CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST PROFIT OR DAMAGES ALLEGED TO HAVE BEEN CAUSED BY ANY FAILURE OF WARMBOARD TO MEET ANY OBLIGATION UNDER THIS AGREEMENT INCLUDING THE OBLIGATION TO REPAIR AND REPLACE SET FORTH ABOVE. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES OR THIS LIMITATION WILL BE BINDING UPON WARMBOARD. UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED OFFICER OF WARMBOARD. THE WARRANTIES STATED HEREIN ARE NOT TRANSFERABLE AND SHALL BE FOR THE BENEFIT OF THE ORIGINAL OWNER ONLY.

WARMBOARD NEITHER ASSUMES RESPONSIBILITY FOR NOR AUTHORIZES ANY OTHER PERSON PURPORTING TO ACT ON ITS BEHALF TO MODIFY OR TO CHANGE THIS WARRANTY, NOR TO ASSUME FOR IT ANY OTHER WARRANTY OR LIABILITY CONCERNING THIS PRODUCT.

THIS WARRANTY GIVES YOU SPECIFIC RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. IF YOU HAVE ANY QUESTIONS REGARDING THIS WARRANTY, PLEASE WRITE TO WARMBOARD CUSTOMER SERVICE.