

NO-LEAK GUARANTEE FOR ENERVEX POWERSTACK

► 5-YEAR WARRANTY

ENERVEX offers a 5-year No-Leak Guarantee on all EPS, EPSA, EPS1, EPS2 and EPS4 systems. This limited warranty against condensate leakage due to defects in material and workmanship is extended to the purchaser subject to the satisfaction of the "Conditions of Warranty". This limited warranty is in addition to the Standard Warranty for ENERVEX Powerstack.

► PARTS WARRANTY

ENERVEX will, at its sole discretion, repair or replace any part of the system found to be defective in workmanship or material within 60 months of shipment from the factory. ENERVEX shall be notified in writing as soon as any defect becomes apparent. Such notification shall include a description of the defect, and original proof of purchase.

► GENERAL

ENERVEX shall be notified in writing as soon as any defect becomes apparent. This warranty does not include freight, handling or labor charges of any kind. No Sales Manager or other representative of ENERVEX other than the Quality Manager or an officer of the company has warranty authority. ENERVEX will not pay any charges unless they were pre-approved, in writing, by the ENERVEX Quality Manager. This warranty is exclusive and in lieu of all other warranties, expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. ENERVEX shall in no event be liable for any consequential or incidental damages arising in any way, including but not limited to any loss of profits or business, even if ENERVEX has been advised of the possibility of such damages. ENERVEX's liability shall never exceed the amount paid to ENERVEX for the original equipment found to be defective.

► CONDITIONS OF WARRANTY

This limited warranty against condensate leakage due to defects in material and workmanship is extended to the purchaser subject to the satisfaction of the following conditions:

- Venting material must be installed per ENERVEX Powerstack installation instructions
- U-Bands must be fully tightened to end stop and absent of any dents.
- Chimney flanges must be in perfect condition without dents or bends.
- Graphite gaskets must be in good working order when installed without scratches or cracks
- The use or addition of any type of joint sealant voids the guarantee.
- The chimney system must be pitched per the requirement of its UL listing as published in the installation manual, and all drains shall be installed per the drawings and instructions provided
- Venting material must be attached to the appliance with the ENERVEX supplied appliance adapters without any field modifications to the adapters
- Only ENERVEX supplied dampers, draft inducers, and heat recovery systems are allowed to be connected to the vent material.
- Only adjustable lengths (model AL) are used. Variable lengths (model VL) are excluded from this guarantee.
- The chimney is not exposed to temperatures and pressures beyond the ratings published in the installation manual.

Specific exclusions include, but are not limited to, the following:

- Leaks caused due to improper installation, including but not limited to damage to the venting material during installation, modifications to the factory supplied graphite gasket, and lack of proper structural support.
- Any leaks caused by negligence, lack of maintenance as prescribed in the installation manual, and/or operating outside the published design range of the venting material.
- Leak guarantee only covers condensate and products of combustion of the inner liner. Rain, water, or other liquids penetrating the outer liner are not covered.

► DISCLAIMER

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE WARRANTY PERIOD SPECIFIED ABOVE. WE DISCLAIM ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AND ANY LOSS OR EXPENSE(S), NOT SPECIFIED ABOVE. SOME STATES MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE LEGAL RIGHTS WHICH VARY FROM STATE TO STATE OR PROVINCE TO PROVINCE.