

- 1) **Warranty:** ElectraTherm warrants that (a) for two (2) years from commissioning, or for two (2) years from one hundred and fifty (150) days after shipment ex-works, whichever comes first, Products sold hereunder will function in accordance with ElectraTherm's standard specifications for the Products and (b) ElectraTherm is passing good title in the Products sold to Buyer. Unless otherwise agreed in writing by the Parties, (i) the warranty in "(a)" above will apply only to Product for which Customer has enabled and provides internet access through which ElectraTherm will remotely monitor the Product, the cost of such monitoring exclusive of internet access to be borne by ElectraTherm during the warranty period. This warranty is extended to Owner. This warranty is non-transferrable, unless noted separately, in writing from ElectraTherm. Any claim made under this warranty is conditioned upon return of the failed part(s) or component(s) to ElectraTherm within 30 days from date of failure and ElectraTherm's inspection of the returned product and determination that there was a defect covered by this warranty. ElectraTherm may, at its option, issue a reduced credit for any product returned later than 30 days after failure. Initial costs for parts and labor shall be initially paid by the Buyer or End-User. If it is determined that the failure is covered under the warranty terms, reimbursement shall be made by ElectraTherm to the Buyer or End-User. Labor reimbursement shall be determined by customary and reasonable rates for the geographic area and allowable hours per task.

Estimated Power Output: Customer acknowledges that temperatures and flows of heat and condensing cycles, as well as ambient conditions and other variables, at installation sites may vary and will affect power output from Product. Therefore, the amount of power produced by Product will not, in itself, be cause for a warranty or other claim.

The warranties will not apply to: (a) any "Third Party Product", whether or not such "Third Party Product" is provided by ElectraTherm; (b) any Products that have been modified, repaired or altered, except by ElectraTherm, or with prior consent of ElectraTherm; (c) any Products which have not been properly installed or maintained in accordance with any handling or operating instructions supplied by ElectraTherm; or (d) any Products that have been subjected to physical or electrical stress, misuse, abuse, negligence or accidents. In no case will ElectraTherm be responsible to replace refrigerant. This warranty

does not cover corrosion resulting from the effects of physical or chemical properties of Direct Air, steam or the liquids or gases used in or in proximity of the equipment.

Open or Evaporative cooling systems: ElectraTherm uses close tolerance brazed plate heat exchangers and therefore recommends only closed loop cooling systems for the condensing water for the ORC. Open or Evaporative cooling systems can cause problems with ORC heat exchanger blockage or the formation of scale due to water hardness. Any blockage or scaling due to water quality is not covered under the machine warranty. Please request the *ElectraTherm Water Quality Guidelines* for specifications and details.

Limits of liabilities for costs incurred for warranty work performed: Costs for warranty work that will be reimbursed by ElectraTherm will be established by ElectraTherm. Estimated costs for the work will be based on standardized, allowable “not to exceed” costs as determined by ElectraTherm for the work being provided. Costs outside of the allowable are not to be reimbursed unless approved and provided in writing by ElectraTherm.

Expander warranty replacement: Expander warranty replacements are covered under the 2-year machine warranty. Any expander warranty replacements will not extend beyond or effect the original equipment warranty end date.

Shipment of Parts Replaced Under Warranty: ElectraTherm reserves the right to ship parts replaced under warranty via the most economical routing; if shipped otherwise upon the Customer’s request, Customer shall pay the difference in the rate of transportation.

Performing of warranty work: Warranty work is only to be performed by authorized, trained personnel, only as approved and as directed by ElectraTherm.

Expander maintenance replacement warranty coverage: Required service and maintenance specifications mandate that the End User, at their own expense, shall replace the expander every 35,000 hours of operation. A one-year warranty

will be provided on purchased expanders only when the machine has been maintained according to the recommended service schedule including the timing of the existing expander replacement (individual expander runtime not to exceed 35,000 hours).