

LIMITED WARRANTY:

Products manufactured by Vanguard Technology, Inc. are warranted to be free from defects in material and workmanship, when installed and maintained in accordance with Vanguard's instructions and in normal use and service for the time periods, terms and conditions as set forth below:

- 1) For a period of **One Year** from date of installation, but no longer than 18 months from factory shipment, Vanguard will, at its sole discretion, repair or replace defective parts, assemblies or entire units, including labor costs of its authorized service agency. Travel expense of Vanguard's authorized service agent will be paid for the first ninety (90) days of this period, not to exceed sixty (60) miles or two (2) hours.
- 2) For an additional **Four Years**, Vanguard warrants the fin tube heat exchanger in the PowerMax™ Gas Booster and/or FireMax™ Modular Water Heater to be free from defects in material or workmanship. At Vanguard Technology's sole discretion and in accordance with this warranty, defective heat exchangers will be replaced on a pro-rated and parts only basis. i.e. Owner will pay a percentage of the current list price of a replacement heat exchanger as follows:
Failure within first year, no charge; within second year, 20%; within third year, 40%; within fourth year, 60%; within fifth year 80%.
- 3) The stainless steel accumulator is covered by a limited lifetime warranty and is warranted to be free from leaks for this time. Any attached gauges; controls or other parts are subject to the standard one-year parts and labor warranty.

This warranty is limited to the foregoing and does not apply to defect or malfunction resulting from or caused by installation, operation or maintenance not in accordance with manufacturer's instructions, damage related to shipping, accident, abuse, fire, flood, or other acts of God; units operated in corrosive or other damaging atmospheres or at temperatures outside specified operating range. Damage caused by freezing, improper water conditions (excessively acidic or alkaline water, excessive pressure, chemical

contamination, sediment build-up, etc.), incorrect electrical supply or connection, insufficient combustion air or negative draft, insufficient water supply, stray current or voltage conducted through water piping, excessive or insufficient gas pressure or volume, or unauthorized alteration shall in no way be covered under this warranty. Cleaning of filters, pumps, valves, burners, fans or electrical connections, tightening of threaded connections and/or adjustment or calibration of controls is considered a part of normal installation and/or maintenance and is not covered under this warranty. Hot surface igniters are considered a consumable item, similar to a spark plug, and are not generally considered a warranty item. Accessory components sold but not installed by Vanguard are covered by a one-year parts-only warranty. Warranty on replaced parts or assemblies shall be the lesser of 90 days or the unexpired portion of the original warranty. Factory reconditioned and tested parts may be used to satisfy claims under this warranty. Warranty work shall be done only by Vanguard Technology's authorized service agency during normal working hours. Overtime labor will not be paid under this warranty.

There are no other expressed or implied warranties of any kind, including but not limited to any implied warranty of merchantability or fitness for any particular purpose or usage. The remedies under this warranty as set forth here-in are at the exclusion of all others and Vanguard Technology, Inc., neither assumes nor authorizes anyone to assume for it any other obligations. In no event shall Vanguard Technology, Inc. be liable for any remote or consequential damage of any nature, no matter how arising or from any cause whatsoever, or any amounts in excess of the selling price of the product. Vanguard Technology's policy of constant Quality Improvement means that prices, specifications, and policies are subject to change at any time and without notice.



VANGUARD TECHNOLOGY, INC.

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VANGUARD TECHNOLOGY INC. POLICIES & PROCEDURES

PRICES:

All prices are **LIST**, unless otherwise stated. Any taxes or fees are not included and will be in addition to prices. Any sales and/or use taxes are the responsibility of the purchaser.

QUOTATIONS:

Unless otherwise stated, quotations are effective for 30 days from date issued.

ACCEPTANCE:

All orders are subject to acceptance by Vanguard Technology, Inc. headquarters in Eugene, Oregon. Possession of the Product Directory and Price List is not an offer to sell.

MINIMUM ORDER:

A \$20.00 handling fee will be added to any invoice of \$50.00 or less.

CUSTOM ORDERS:

Custom orders must be paid in advance and are not subject to cancellation.

PAYMENT TERMS:

Payment should be included with all orders unless credit terms have been arranged. To establish credit, a credit application must be completed, signed and returned with banking and trade references. A recent financial statement may be required. Normal payment terms are **Net 10** days unless noted otherwise by Vanguard in writing.

SHIPMENTS:

All merchandise will be shipped F.O.B. Eugene, OR. Weights shown are approximate. Equipment ships via common carrier, NMFC 26520 sub 2 class 85. Responsibility for filing damage or shortage claim rests with the consignee. Drop shipments shipped to an address other than the billing address may be charged an additional fee.

DELIVERY:

Varies according to prior production commitments, but generally one to six weeks are required. Vanguard Technology, Inc. is not responsible for delays due to weather, strikes, acts of God, or unavailability of materials or parts.

RETURNS:

Merchandise can not be returned without prior written factory authorization. Shipping charges must be prepaid. A 20% restocking charge will be applied to all authorized returns if received in new, unused condition and in the original packaging. All returned items are subject to inspection at the factory and any credit to be allowed will be adjusted for damages.

WARRANTY:

All PowerMax™, PowerPac™ Boosters, FireMax™ and FirePower Plus™ Water Heaters manufactured by Vanguard Technology, Inc. are warranted to be free from defects in workmanship and/or materials, when operated under normal use and service and installed in accordance with factory recommendations.

Vanguard Technology, Inc. will repair or replace at its option any part, parts, or complete units deemed defective upon examination by manufacturer or manufacturer's authorized agent for a period of one year from date of installation or 18 months from date of shipment and shall pay the labor to repair or replace said parts or units for the first year of this warranty. Warranty is solely limited to repair or replacement, at manufacturer's option of any part, parts or complete units. Freezing damage is specifically not covered under this warranty. See Limited Warranty for complete details.