

ENRG Blanket™ 10 Year Limited Warranty

Warranty against Manufacturing Defects

Phase Change Energy Solutions warrants its ENRG Blanket[™] products to be free from manufacturing defects. PCES will replace defective material for the first year upon presentation of satisfactory evidence of such defect. After that time the company will at its choice either replace defective material or refund a prorated portion of the initial product cost of the material found to be defective, but no claims for direct or consequential damage shall be allowed. Prorated refunds will be calculated on the basis of the original purchase price less 1/10th of the purchase price for each year and portion of a year since the purchase date of the material. Liability under this warranty is limited to replacement of defective material. Labor costs or costs incurred with the removal or reinstallation of the replacement ENRG Blanket[™] material are not covered by this warranty. This warranty is subject to the following terms and condition limitations:

- 1.) Buyer shall exercise diligence in inspection of materials as received from Seller prior to utilization so as to mitigate expense in repairing or replacing nonconforming products.
- 2.) Warranty is not applicable due to product damage or failure caused by exposure to corrosive chemicals or fumes or other corrosive environments.
- 3.) Product is designed for interior use only and is not warrantied against the effects of long term exterior exposure.
- 4.) Product must have been handled and installed properly as described in Manufacturer's installation guidelines for warranty to apply.
- 5.) Warranty specifically excludes damage to the ENRG Blanket[™] product caused by tornado, hurricane, lightning, earthquake, storms, floods, or other Acts of God or by fire, explosion, cutting or puncturing by sharp objects, impact from foreign objects or other casualty or as a result of vandalism or deliberate damage.
- 6.) Buyer agrees to retain the original proof of purchase of the ENRG Blanket[™] product and submit a copy of
 - it to PCES as part of initiating a claim.

Thermal Warranty

Phase Change Energy Solutions (PCES) offers a 10 year limited warranty on the thermal storage capacity of its ENRG Blankets[™]. If the storage capacity of the active phase change material within the mat falls below 80 percent of the minimum specified joules per gram for the material being used (as published in our product brochures), the company will at its choice either replace the defective material, refund a prorated portion of the purchase price of the material found to be defective or grant financial compensation for the lower performance of the product. Replacement does not include the cost of labor for removal and reinstallation or the cost of replacing materials damaged or removed to gain access. Prorated refunds will be calculated on the basis of original purchase price less 1/10th of the purchase price for each year since the date of purchase. Total liability under this warranty to PCES is limited to full reimbursement of the original purchase price of the ENRG Blanket[™] product. This warranty is made to the building/facility owner at the time that the material is purchased and installed and is not transferrable. The warranty is subject to the following term and condition limitations:

- 1.) Buyer agrees to retain the original proof of purchase of the ENRG Blanket[™] product and submit a copy of it to PCES as part of initiating a claim.
- 2.) Buyer agrees that a PCES representative will monitor and choose the sampling, the testing procedure and the certified testing facility. Buyer will pay the cost to remove samples and for any repair subsequently required.

Activation of Warranty

In order to maintain for the extended period of time covered by this 10 year limited warranty, and to allow for preservation of the records and samples necessary to enable seller to trace the various components manufactured for any defects alleged, seller requires, as a condition precedent to both limited warranties set forth above, that the buyer must mail to the seller at the address noted below an executed copy of this warranty statement via certified or registered mail, return receipt requested within 90 days of the effective date of this warranty. Prior to the filing of a claim under this warranty the buyer is required to prove compliance with this condition precedent.

All claims must be made promptly in writing following the discovery of a defect. Claims should be sent to Warranty Department, Phase Change Energy Solutions, 120 E Pritchard Street, Asheboro, NC 27203, along with a copy of the proof of purchase, customer's name, name of the contractor who installed the product, installation date, installation location, and a description of the defect identified.

Location of Installation:	Effective Date:
Building/facility Owner:	Owner's Phone:
Owner's Address:	Date:
Phase Change Energy Solutions	
Signed:	
Title:	Date: