

Warranty and Product Return Policy

Revised Mar 27, 2018

What is Covered

Profire Energy, Inc. and its subsidiaries ("Profire"), provides a limited warranty and product return policy (the "Policy") for all Profire branded products and all non-Profire branded products which it sells (collectively "Products") pursuant to the table listed herein. Profire warrants these Products to be free of defects in materials and workmanship when used normally and in accordance with the manufacturers recommendations. Manufacturers recommendations for Profire branded Products may be found on its website, www.profireenergy.com, or in the product manual provided with the Product. Manufacturers recommendations for non-Profire branded Products may be obtained by contacting the manufacturer, or in the product manual provided with the Product.

Product Category	Warranty Policy and	Return Policy and
	Claim Period	Claim Period
Category 1: Profire Controls	2 years	90 days, 15% restocking
Profire Designed Controls and parts thereof.		fee
Generally, these are all serialized parts such		
as PF1300, PF1800, PF2100, PF3100,		
Systems, Replacement Cards, Expansion		
Cards, etc.		-
Category 2: Profire Actuators	1 year	
VM80		
Category 3: Profire Mechanical Products	90 days	90 days, 15% restocking
Coils, EPX Enclosures, Pilots, FSIs, Nozzles,		fee, with proof of
etc.	_	purchase
Category 4: Regular Stock Items		
Non-Profire Products (such as Valves,		
Fittings, Thermocouples, Transmitters, etc.)		
and Standard Fuel Trains	_	
Category 5: Built-to-Order (Custom) Items		No Returns
BTO/Custom Fuel Trains		
Category 6: Non-Regular Stock and Special	No Warranty	
Order Items		
Part numbers beginning with ZPT or		
OTP100ZZZ or items for which there is no		
Profire Part Number		
Category 7: Kits	Individual components	90 days, 15% restocking
Bundles of parts with special discounted	within a kit carry their	fee, with proof of
pricing	own warranty as per the	purchase. Entire kit
	above schedule.	must be returned at the
		same time.

The Warranty Policy and associated Claim Period applies to claims made under this Policy relating to a manufacturing defect. The Return Policy and associated Claim Period applies to claims made under this Policy for any other reason.

A proof of purchase is required for all warranty claims and returns related to Categories 3, 4, 5, and 7.

Damage During Shipping

Any Product shipped to a customer using one of Profire's shipping accounts will be deemed FOB destination and damage during shipping will be covered by Profire. Claims must be made within 30 days of shipping.

Any Product shipped to a customer using a customer's shipping account will be deemed FOB shipping and damage during shipping will be the responsibility of the customer.

Incorrect Product Shipped

In the event that Profire ships to the customer a product other than the one ordered by the customer ("Incorrect Product"), Profire will arrange to retrieve the Incorrect Product and cover all necessary shipping costs to deliver the correct product. All claims for Incorrect Product received must be made within 30 days of shipping. Restocking fees will be waived under this circumstance.

Transferability

This Policy is transferable in the event that Products in Categories 1 and 2 are resold. For all other Categories, this Policy is limited to the initial purchaser ("Purchaser").

Effective Date

This Policy applies retroactively to all purchases made on or after Mar 1, 2016.

Warranty/Return Period

The warranty/return period for all Products covered under this Policy commences on the date that each Product is shipped from Profire to the Purchaser and expires as per the table above.

Aftermarket

The use of third party parts in the operation or maintenance of the product or repairs or servicing by unauthorized service personnel immediately voids all further warranty obligations of Profire.

Expenses for Non-Warranty Work

All repairs or replacements by Profire after the expiration of any applicable Warranty Claim Period will be performed in accordance with Profire's standard rates for parts and labor. Further, if upon Profire's inspection and review, Profire determines the condition of the product for which a warranty claim is submitted is not caused by a defect in Profire's material and workmanship, but is the result of some other condition, Purchaser shall be liable for all expenses incurred by Profire including, but not limited to expenses related to shipping and conducting the inspection and review of the product.

For products deemed to be ineligible for replacement under the Warranty Policy, the customer will have the option to let Profire dispose of the product, pay to have the defective product returned to them, purchase a new product, or pay for Profire to attempt to repair the defective product if Profire, in its sole discretion, believes the product can be repaired.

What Profire Will Do

Profire will, at its sole discretion, provide one of the following four remedies to whatever extent it shall deem necessary to satisfy a proper claim under this Policy. A Product will only be eligible for a remedy if all requirements of the RMA Process are met.

Remedy 1: Elect to repair or facilitate the repair of any defective parts within a reasonable period of time, free of any charge for the necessary parts and labor to complete the repair and restore the Product to its proper operating condition.

Remedy 2: Replace the Product with a direct replacement or with a similar product deemed by Profire to perform substantially the same function as the original Product.

Remedy 3: Arrange for a technician to repair or replace the Product on site.

Remedy 4: Issue a refund or credit of the original purchase price of the Product.

Shipping Costs

For Warranty Claims for Products in Categories 1, 2, and 3, Profire will pay the shipping costs necessary to return the product to Profire and deliver a replacement or repaired Product. For all other Warranty Claims, shipping will be at the expense of the customer.

For the situations described under the headings "Incorrect Product Shipped" and "Damage During Shipping" within this Policy, shipping costs will be covered as described in those sections.

Profire will not pay for the return or replacement shipping of Product that is returned for any other circumstance including Warranty Claims that are deemed by Profire to not be covered by this warranty after being received and tested at a Profire facility.

What is Not Covered

Profire's obligation under this Policy is limited to the above and does not apply to exchange or repairs that are required as the result of improper installation, misuse, maladjustment, abnormal operating conditions, or lack of routine maintenance. Nor does this Policy include the furnishing of service for maintenance or problems arising from the foregoing causes. No claims for labor, installation, removal, transportation, or other expenses will be recognized.

How to Obtain a Remedy

To obtain a remedy under this limited warranty, contact your Profire Salesperson or Service Technician. If you do not know who that is, you may contact Profire's QC Department directly by phone (1-855-776-3473) or by email (<u>rmas@profireenergy.com</u>).

Any product returned to Profire requires a return authorization number ("RMA Number") obtained from Profire. Returned product not bearing an RMA Number will be refused. Returned product should be properly packed for shipping, preferably in the original carton.

Disclaimer

Notwithstanding any stipulation of the buyer to the contrary, all other obligations, representations, warranties and conditions, express or implied, statutory or otherwise,

including any implied warranties or conditions of merchantability, quality or fitness are hereby excluded and Profire Energy, Inc. shall not be liable for any loss, costs or damages, of any kind whatsoever, whether consequential, indirect, special or otherwise, arising out of or in connection with the equipment or any defect therein, even if caused by the negligence of Profire Energy, Inc., its employees or agents.

Limitation of Liability

The maximum liability of Profire under this limited warranty shall not exceed the actual purchase price paid for the product. To the maximum extent permitted by law Profire is not responsible for direct, special, incidental or consequential damages resulting from any breach of warranty or condition, or under any other legal theory. Some countries, districts or states do not allow the exclusion or limitation of relief, special, incidental, consequential or indirect damages, or the limitation of liability to specified amounts, so the above limitations or exclusions may not apply to you.

Profire Energy Inc.'s sole obligation shall be expressly limited to a refund of the purchase once warrantied item is received, exchange, or repair free of charge, FOB place of destination of such defective equipment.

The provisions hereof relating to the warranty and limitations hereon and limitation of liability shall continue to be enforceable between the parties and notwithstanding termination of the within agreement for any reason including fundamental breach.

Compliance

<u>Severability:</u> If any one or more of the provisions or subjects contained in the Agreement shall for any reason be held invalid, illegal, or unenforceable, it shall not affect the validity and enforceability of any other provisions or subjects.

<u>In General:</u> These Warranty Terms are subject to change without notice. Profire also retains the right to modify these warranty terms in order to comply with policy or laws governing warranty issues in states or countries having specific remedies differing or additional to those described within this document. The product sold will be governed by the version of this warranty that was in place at the time the product was purchased.

This warranty is only valid for products purchased and used within the 50 United States and the District of Columbia, not including any other U.S. territories, commonwealths, possession or protectorates or a province or territory of Canada ("North America"). This warranty shall not extend to any product not purchased, installed, and used in North America.