BENCHMARK STANDARD LIMITED WARRANTY

The following warranty applies to all Benchmark boilers sold by AERCO International, Inc. This document supersedes the warranty page in all Benchmark Operation and Maintenance Manuals (OMMs).

PRESSURE VESSEL/HEAT EXCHANGER

The pressure vessel/heat exchanger shall carry the following limited warranty from the date of shipment against any condensate corrosion, thermal stress failure, mechanical defects or workmanship:

<table>
<thead>
<tr>
<th>SHIPMENT DATE</th>
<th>COMPONENT</th>
<th>WARRANTY</th>
<th>PRORATED DISCOUNT (from original list price)</th>
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</thead>
</table>
| All units shipped prior to 12/31/2004 | Pressure vessel/Heat exchanger | 7 year, prorated | 5th Year – 100%  
|                     |                      |                | 6th Year – 70%  
|                     |                      |                | 7th Year – 40% |
| 01/01/2005 – 12/31/2007 | Pressure vessel/Heat exchanger | 7 year, non-prorated | |
| 01/01/2008 – 04/09/2012 | Pressure vessel/Heat exchanger | 10 year, prorated | 1st year through 7th – 100%  
|                     |                      |                | 8th year – 70%  
|                     |                      |                | 9th year – 40%  
|                     |                      |                | 10th year – 25% |
| 04/10/2012 – Present | Pressure vessel/Heat exchanger | 10 year, non-prorated | |

Operation of the boiler using contaminated air will void the warranty. The pressure vessel/heat exchanger shall not be warranted from failure due to scaling, liming, corrosion, or erosion due to water or installation conditions. AERCO will repair, rebuild or exchange, at its option the pressure vessel/heat exchanger.

“C-MORE” CONTROL PANEL: 2 YEARS FROM SHIPMENT

AERCO labeled control panels are conditionally warranted against failure for (2) two years from shipment.

OTHER COMPONENTS: 18 MONTHS FROM SHIPMENT

All other components, with the exception of the igniter and flame detector, are conditionally guaranteed against any failure for 18 months from shipment.

The warranty as set forth on the back page of the Operations & Maintenance Manual is in lieu of and not in addition to any other express or implied warranties in any documents, or under any law. No salesman or other representative of AERCO has any authority to expand warranties beyond the face of the said warranty and purchaser shall not rely on any oral statement except as stated in the said warranty. An Officer of AERCO must do any modifications to this warranty in writing. AERCO MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER EXPRESS OR IMPLIED WARRANTIES. AERCO disclaims all responsibility for any special, incidental or consequential damages. Any claim relating to the product must be filed with AERCO not later than 14 days after the event-giving rise to such claim. Any claims relating to this product shall be limited to the sale price of the product at the time of sale. The sale of the product is specifically conditioned upon acceptance of these terms.

(Continued)
CONDITIONS OF WARRANTY:

Should an AERCO gas-fired (natural gas, propane, or natural gas/propane dual fuel) boiler fail for any of the above reasons within the specified time period from the date of original shipment(s), AERCO shall at its option modify, repair or exchange the defective item. AERCO shall have the option of having the item returned, FOB its factory, or to make field replacements at the point of installation. In no event shall AERCO be held liable for replacement labor charges or for freight or handling charges.

AERCO shall accept no responsibility if such item has been improperly installed, operated, or maintained – as defined in the applicable AERCO O&M manual, or if the buyer has permitted any unauthorized modification, adjustment, and/or repairs to the item. The use of replacement parts not manufactured or sold by AERCO will void any warranty, express or limited.

AERCO shall accept no responsibility if such item has been damaged due to contaminated combustion air containing but not limited to sheetrock particles, plaster board particles, dirt, dust, lint, and corrosive chemicals such as chlorine gas, halogenated hydrocarbons, and Freon.

In order to process a warranty claim a formal purchase order number is required prior to shipment of any warranty item. In addition, the returned item must include a Returned Goods Authorization (RGA) label, attached to the shipping carton, which identifies the item’s return address, register number and factory authorized RGA number.

Warranty coverage for all components and equipment mentioned in said warranty are not valid unless the boiler is started up by a factory AERCO Trained Technician or and AERCO Master Technician and an AERCO start-up sheet is completed.

This warranty coverage is only applicable within the United States, Canada and Mexico. All other geographical areas carry a standard warranty of 18 months from date of shipment or 12 months from startup, whichever comes first.

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