# PROFIRE

#### WARRANTY AND RETURN POLICY Effective Date: July 1, 2024 v2.0

# WARRANTY AND RETURN POLICY

# WHAT IS COVERED

Profire Energy, Inc., and its subsidiaries ("Profire"), provide a limited warranty and return policy (the "Policy") for all Profire branded products and all non-Profire branded products which it sells (collectively "Products") pursuant to the tables 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 as found in published product manuals and manufacturers' documentation.

Manufacturers' recommendations for Profire branded Products may be found at <u>www.profireenergy.com</u>, 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.

The Warranty Policy and associated claim period applies to claims made under this Policy relating specifically to a manufacturing defect or shipping related error. The Return Policy and associated claim period applies to claims made under this Policy for any other reason. Refer to "Table 1" and "Table 2" below for further Policy coverage details.

# HOW TO START A CLAIM OR REQUEST A RETURN

To start the process of making a warranty claim or requesting a product return, please complete the "RMA Request Form" on our website at <u>https://profireenergy.com/warranty-and-returns/</u>. If you need assistance completing the form, contact the Quality Control (QC) Department directly by phone (1-855-776-3473) or by email (<u>rmas@profireenergy.com</u>) or reach out to your Profire Salesperson or Service Technician.

Within one business day of submitting the form, Profire will issue you an RMA number along with additional instructions to complete your claim/return.

Please note that all warranty claims require the defective/unwanted product to be returned to Profire's QC Department in either our Lindon, Utah or Acheson, Alberta offices for evaluation. Product that is not received back within 30-days of the RMA issuance date will result in the RMA being closed and any associated parts shipped will be billed at regular price. All products returned to Profire for any reason require a return authorization number ("RMA Number"). Returned products not bearing an RMA Number will be refused.

# EFFECTIVE DATE

The Claim Periods defined in Table 1 of this Policy apply to all purchase orders shipped on or after July 1, 2024. All other terms in this policy take effect immediately on July 1, 2024 and apply retroactively to all previously shipped orders.



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#### WARRANTY AND RETURN CATEGORIES, POLICY, AND CLAIM PERIODS

TABLE 1					
PRODUCT CATEGORY	WARRANTY POLICY AND CLAIM PERIOD	WARRANTY TRANSFERABLE	RETURN POLICY AND CLAIM PERIOD		
<b>Category 1: Profire Controls</b> Profire Designed Controls and parts thereof. Generally, these are all serialized parts such as PF1300, PF2100, PF2200, PF3100, Replacement Cards, Expansion Cards, etc.	2 years from date of shipment/fulfillment	Yes	90 days from date of shipment, 15% restocking fee		
Category 2: Kimray Electrically Actuated Low Pressure Control Valve (E-LO Valve) Kimray branded E-LO valves and associated components as distributed by Profire.	18 months from date of shipment/fulfillment *	Yes			
<b>Category 3: Profire Mechanical Products</b> Coils, EPX Enclosures, Pilots, FSIs, Nozzles, M5 and M7 burner assemblies, etc.		No	90 days from date of shipment, 15% restocking fee, with proof of purchase		
<b>Category 4: Regular Stock Items</b> Non-Profire Products (such as Valves, Fittings, Thermocouples, Transmitters, etc.), Standard Fuel Trains, Kimray branded products (excluding E-LO Valve) as distributed by Profire.	90 days from date of shipment/fulfillment	No			
<b>Category 5: Customized Parts</b> Customized components such as parts that were custom made, painted, welded, cut/drilled (such as airplates, etc.)		No	No Returns.		
<b>Category 6: Non-Regular Stock and Special-Order Items</b> Part numbers beginning with "ZPT", ending with "NPN", and OTP100ZZZ or items for which there is no Profire Part Number.	No Profire Warranty. Contact Manufacturer Directly.	No	No Returns. Contact Manufacturer Directly.		
<b>Category 7: Kits and Built-to-Order (BTO) Assemblies</b> Kits or custom assemblies of components which may have special pricing such as products built in Profire's Panel Shop, solar kits, junction boxes, fuel trains, skids, etc. so long as the parts have not been modified (painted, drilled, welded, etc.).	Individual components within a kit or assembly carry their own warranty as per the above schedule.	Individual components have transferable warranty as per the above schedule.	90 days from date of shipment, 15% restocking fee, with proof of purchase. **		

NOTE: Proof of purchase is *required* for all warranty claims and returns related to Categories 3 - 7.

\* Kimray branded E-LO products carry an 18-month limited warranty for defects in workmanship and materials from the time of shipment. Any product replacement covered under this warranty shall extend the warranty period for an additional 12 months from the shipment date of replacement component.

\*\* If a Profire Kit or BTO assembly is returned without all components, only the returned components will be credited and they will be credited at a prorated price as determined by Profire's QC Department. Additional fees may apply for certain BTO assemblies.





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# END-OF-LIFE PRODUCT LIST

The following table lists Profire branded product lines with announced end-of-life dates. Product lines listed are inclusive of all components deemed necessary for normal operation, such as (but not limited to) cards, enclosures, keypads, and cable assemblies. New product will remain available for sale (subject to availability) up to the published "Product New Sales Availability End" date. Any orders received before this date will be honored. After this, Profire will attempt to maintain stock of replacement parts for warranty claims up to the "Warranty Claim Window End" date. After this, any remaining stock of replacement parts will be offered for sale to anyone who wants to buy them (while supplies last) up to the "Final Parts Availability" date. Profire's free Product Technical Support will then end by the "Product Support End" date.

TABLE 2					
PRODUCT LINE	PRODUCT NEW SALES AVAILABILITY ENDS	WARRANTY CLAIM WINDOW ENDS	FINAL PARTS AVAILABILITY*	PRODUCT SUPPORT ENDS	
PC180	Dec 31, 2022	Dec 31, 2024	Dec 31, 2025	Dec 31, 2026	
PF1100	Nov 18, 2011	Dec 31, 2016	Dec 31, 2017	Dec 31, 2018	
PF1800	Apr 1, 2019	Apr 1, 2021	Apr 1, 2022	Apr 1, 2023	
PF2100 and PF2100F	Mar 31, 2025	Mar 31, 2027	Jun 30, 2028	Dec 31, 2030	
PF2100i	Jun 30, 2025	Jun 30, 2027	Jun 30, 2028	Dec 31, 2030	
VM80	Dec 31, 2021	Dec 31, 2022	Dec 31, 2023	Dec 31, 2024	

\* Projected availability while parts last. After this date, Profire will not restock these items.

#### 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 tables above.

#### 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").

#### FEES

Expedited remedy options are available upon request and carry expedite fees as determined on a case-bycase basis.

If submitting a warranty claim where replacement parts are requested prior to returning the defective parts, the customer acknowledges they will be billed for those replacement parts if the defective parts are not received back at Profire within 30 calendar days of issuance of the RMA or if the claim is rejected for any reason under this Policy.





#### EXPENSES FOR NON-WARRANTY WORK

Any repairs or refurbishments performed by Profire after the expiration of any applicable Warranty Claim Period will be billed 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 of the product.

Expedited shipping, Profire field service charges, and technician travel/mileage are not covered under this warranty policy and shall be billed to the customer accordingly.

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.

#### DUTY TO INSPECT (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.

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.

Purchaser shall make a careful inspection at the time of delivery. Failure by the Purchaser to give written notice specifying any claim within thirty (30) calendar days of delivery shall constitute unqualified acceptance of the material delivered and a waiver of all claims. Profire Energy will not be liable for damage, warranty, or remedy without prior notification and approval. All returns must be in compliance with this policy.

# 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.

Incorrect Product must be returned in a "like-new" condition in the original packaging. Failure to do so may result in additional fees on a case-by-case basis.





#### 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.

<u>Remedy 1:</u> 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.

<u>Remedy 2:</u> 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.

<u>Remedy 3:</u> Arrange for a technician to repair or replace the Product on site. Transportation, labor, and subsistence charges may apply.

<u>Remedy 4:</u> Issue a refund or credit of the original purchase price of the Product.

#### SHIPPING COSTS

For all Warranty Claims, Profire will pay the shipping costs necessary to return the product to Profire and deliver a replacement or repaired Product.

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

Standard rate shipping speeds by Profire preferred carriers will be the default method of returning product. If expedited shipping is needed, please ensure the request is made when completing the RMA Request Form. *The customer will be responsible for all charges incurred for any delivery service deemed faster than ground or standard shipping speeds.* The following are examples of expected shipping speeds:

Critical- Component is needed as soon as possible (e.g.: Next Day Air, Early AM).

Urgent- Component is needed within 2 to 3 business days (e.g.: Second Day, 3-Day Select).

Standard- Component can be shipped when available (e.g.: Ground).

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.

#### PACKAGING FOR RETURNS

Damage resulting from inadequate packaging used for return shipping to Profire will NOT be covered by Profire. If a replacement part was requested, please use the packaging from the replacement part to return the defective/unwanted part. Otherwise, please pack the item in suitable alternative packaging materials to ensure that it will arrive at Profire without any further damage.





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#### 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.

#### 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.

#### GEOGRAPHIC COVERAGE AREA

This Policy is only valid for products purchased and used within the following locations (the "Geographic Coverage Area"):

- The United States of America (including the District of Columbia but excluding all other U.S. territories, commonwealths, possessions, and protectorates); and
- The nationally recognized provinces and territories of Canada (excluding all other commonwealths, possession, and protectorates).

Any warranty claims or product return requests for products exported by a third party outside of the Geographic Coverage Area are the responsibility of the exporter to fulfill. The exporter may in turn make a claim on Profire if appropriate documentation is provided however, Profire will only ship replacement parts to locations within the Geographic Coverage Area.

Any warranty claims or product return requests for products directly exported by Profire outside of the Geographic Coverage Area will be honored by Profire to the original purchaser only (the Policy will be non-transferable). The customer may make a claim on Profire if appropriate documentation is provided however, the customer will be responsible for all shipping costs for product returns and replacement part shipments including any associated duties and fees. Profire will not be held responsible for any customs delays, damage caused by customs inspections, or parts that are lost in transit.

# SUPERSEDING TERMS

If a separate contract containing specific warranty or product return terms is in place which has been signed by an authorized signing officer of both Profire and the Customer, those specific clauses shall supersede any corresponding or conflicting clauses in this Policy. All other clauses of this Policy shall remain in force. It shall be up to the customer to bring to Profire's attention the existence of any such agreement at the time of warranty claim or product return. Examples of such agreements may include Master Supply Agreements ("MSAs") or purchase order specific contracts.





# LIMITATION OF LIABILITY

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.

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, 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.

#### SEVERABILITY

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.

#### DISCLAIMER

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.

