

The Kelvin logo features the word "Kelvin" in a white, sans-serif font. A small yellow square is positioned to the left of the letter 'K', and a small yellow dot is placed above the letter 'i'.

Kelvin

The background of the page is a photograph of a multi-story brick building. The building has a classic red brick facade with several windows that have green frames. On the left side of the building, there is a prominent green metal fire escape. The sky above the building is a clear, dark blue. The overall composition is a low-angle shot looking up at the building.

# Equipment Warranty for The Cozy

## Equipment Warranty for The Cozy

This Equipment Warranty (hereinafter referred to as the "Warranty") is entered into between [Project Owner Name] ("Customer"), whose address is [Project Owner Address], and Kelvin Systems, Inc. ("Kelvin"), a company with its principal place of business located at 63 Flushing Ave, Building 303, Suite 702, Brooklyn, NY 11205 for a project located at [Project Address] ("Project Address") where up to [#] Cozy's are installed in [Year].

Whereas, the Customer has purchased the Cozy ("Product"), which is manufactured and sold by Kelvin;

Whereas, Kelvin has agreed to the warranty coverage for the Product, specifically covering the replacement of the fan and electrical components ("Components") inside of the Product and metal covers, subject to the terms and conditions set forth herein;

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

### 1. Coverage Duration:

This warranty extends for one (3) year beyond the date of substantial completion at the Project Address.

### 2. Covered Component(s):

This extended warranty covers the replacement of the fan and electrical components ("Components") inside of the Product and the metal covers.

### 3. Warranty Claims Process:

In the event of any defect or malfunction of the Components during the warranty period, the Customer must notify Kelvin promptly via email or phone, and supply documentation of failure.

### 4. Warranty Authorization (WA):

Upon receipt of the Customer's notification, Kelvin will assess the claim and may issue a warranty authorization (WA) if deemed necessary. The issuance of a WA is at the sole discretion of Kelvin.

### 5. Repair or Replacement;

If a warranty authorization (WA) is granted, Kelvin will provide repair or replace the Components at their discretion.

The replacement may include replacing individual fans, components, or the entire metal cover with a new or refurbished model of the same or similar specifications.

If Kelvin Systems determines that the Cozy needs to be replaced, the replacement unit may differ in look and finish from the initially installed product. This is at the sole discretion of Kelvin and does not affect the warranty coverage provided.

#### 6. Exclusions:

This extended warranty does not cover defects or damages arising from:

- Modification or tampering with the Cozy thermostatic radiator enclosure.
- Misuse or abuse of the product by the Customer or any End User.
- Physical damage caused by accidents or improper handling.
- Exposure to abnormal working conditions, including but not limited to electrical, fire, or water damage.
- Combination with unauthorized products or services not approved by Kelvin Systems.
- Failure to maintain or operate the Cozy thermostatic radiator enclosure according to the manufacturer's specifications.
- Damage caused by acts of nature such as natural disasters.
- Repairs or alterations performed by the Customer or any End User without prior authorization from Kelvin.

#### 7. Limitation of Liability:

Kelvin shall not be liable for any incidental, consequential, indirect, or special damages arising out of or in connection with the use or performance of the Product, to the maximum extent permitted by applicable law.

#### 8. Exclusive Remedies:

The remedies provided under this extended warranty constitute the exclusive remedies available to the Customer for any breach of warranty. Kelvin's liability under this warranty is limited solely to the repair or replacement of the defective Component.

#### 9. Governing Law:

This extended warranty shall be governed by and construed in accordance with the laws of New York.

By purchasing the Product, the Customer acknowledges and agrees to abide by the terms and conditions outlined herein.

10. Contact Information:

For warranty claims and inquiries, please contact Kelvin at:

Kelvin Systems, Inc.  
% Warranty Claims  
63 Flushing Avenue, Building 303, Suite 702  
Brooklyn, NY 11205  
sales@kel.vin (subject line "Warranty Claim")

Effective Date: [Date of Purchase]

[Project Owner Name]

Customer Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Kelvin Systems, Inc.**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_