

CERTIFICATE OF WARRANTY 15-YEAR LIMITED WARRANTY

When installed according to Metal-Fab Masonry Chimney Liner installation instructions, as prescribed by Underwriters Laboratories Standard 1777, Metal-Fab Inc. warrants its aluminum chimney lining systems for two (2) years from the date of end user installation. Metal-Fab warrants the Masonry Liner Kits to be free from defects in material and workmanship. During this period, Metal-Fab agrees to replace such defective components without charge. Liability under this warranty shall be limited to the replacement of the liner and accessories found to be defective and shall not include removal costs, re-installation costs, or any other costs.

This warranty shall continue for an additional thirteen (13) years on a pro-rated basis with the proration commencing with the original purchase date. It is purchaser's responsibility to establish the date of the original installation of the product. Deviation from the installation and use instructions included with the liner will void the warranty. Since wood, coal and oil can cause creosote, dirt and debris to build up within a masonry chimney, the installer must be sure that the inside of the masonry chimney is properly cleaned before installing the aluminum liner. No chimney should be relined that is not structurally sound.

Since local or state building codes and fire officials may have installation restrictions, as well as inspection requirements, it is advisable that installation and maintenance of chimney lining systems be performed by an experienced and certified professional. Important: Metal-Fab Aluminum Chimney Liners are to be used with natural gas or propane gas fuels only.

In order for this Limited Warranty to remain in effect: this liner system must not be exposed to chemically contaminated air; this product and the heating system to which it is connected must be inspected yearly by a qualified technician; a written record of inspections must be maintained by the end user; and system deficiencies must be remedied at time of discovery.

DISCLAIMERS AND EXCLUSIONS

The following shall be applicable to those products of Metal-Fab Inc., described above:

1. The warranty described herein above shall be IN LIEU of any other warranty, express or implied. Except as set out hereinabove, there are NO other warranties and any statutory or implied warranty of MERCHANTABILITY or fitness for a particular purpose is EXCLUDED from this transaction and shall not apply.
2. The purchaser agrees that his sole and exclusive remedy against Metal-Fab, Inc., shall be for the repair or replacement of defective parts as provided hereinabove. The Purchaser agrees that NO OTHER REMEDY (including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss) shall be available to him. The sole purpose of the stipulated exclusive remedy provided for herein, shall be to provide the purchaser with repair and replacement of defective parts in the manner provided hereinabove. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Metal-Fab, Inc., is willing and able to repair or replace defective parts in the prescribed manner. The purchaser shall not be required to deliver a defective part to Metal-Fab, Inc., if:
 - (1) The part was destroyed as a result of its defect or any defect in any part covered in this warranty; and
 - (2) Metal-Fab Inc. is reasonably satisfied that the part was defective at the time of sale.If both of these conditions are met, Metal-Fab Inc. will replace the part in the same manner provided herein as if the purchaser had delivered it to Metal-Fab Inc.
3. The purchaser acknowledges that no oral statements purporting to be warranties, representations, or guarantees of any kind about any product of Metal-Fab, Inc., have been made to purchaser by Metal-Fab, Inc., or its dealer which in any way expands, alters or modifies the terms of the warranty set out herein. Any such statements do not constitute warranties, shall not be relied on by the purchaser, and are not part of the contract of sale. This writing constitutes a complete and exclusive statement of the terms of any warranty, express or implied, of Metal-Fab, Inc.
4. There is NO WARRANTY for any defective part of a Metal-Fab product which has been removed from its original installation site or which arises from mishandling, neglect, fire, flood, lighting, corrosive atmosphere, improper installation of the product, unauthorized modification of the product, improper fuel supply to the product, or the failure of the purchaser to properly install the product as is set out in the installation instructions booklet.



L1236-11/95

