

## LIMITED LIFETIME WARRANTY

### **Metal-Fab Commercial Corr/Guard Systems**

The Metal-Fab 6 thru 36-inch diameter Model FCS/FCG "Corr/Guard II Double Wall" and FCSSW/FCGSW "Corr/Guard II Single Wall" factory-built gas vent system (the "Products"), when installed according to manufacturer's instructions and when properly and regularly cleaned and maintained as set forth below, are warranted by Metal-Fab Inc. under normal use against defects in material or workmanship for as long as the Original Purchaser owns the venting system. If during the limited warranty period, it appears that a part of the system covered by this limited warranty contains a defect, then call Metal-Fab Customer Service toll free at 1-800-835- 2830, before dismantling the system. During the Limited Lifetime Warranty, Metal-Fab Inc. will repair or replace a defective Product, at Metal-Fab Inc.'s election, at no charge. The defective Product must be returned with all transportation charges prepaid by the owner to the Customer Service Department, Metal-Fab Inc., 3025 May Avenue, Wichita, Kansas 67213. Upon receipt of the defective Product and the required information specified below from the owner, Metal-Fab Inc. will in turn ship the repaired or replacement Product to the owner, freight collect, with the owner to be responsible for all freight charges. This warranty does not cover any labor or other service charges incurred by the owner, or any products or parts not manufactured by Metal-Fab Inc.

It is the OWNER'S RESPONSIBILITY to establish and provide to Metal-Fab Inc. the following information:

1. Register ownership of installed product within sixty (60) days of first installation, by delivering to Metal-Fab, Inc. a Certificate of Start-Up on a form available from Metal-Fab, Inc.
2. the date of the original installation of the Product;
3. the name of the original purchaser;
4. the name of the installer;
5. that the Product was installed according to manufacturer's instructions; and
6. that the Product was properly inspected, cleaned and serviced once each year by a licensed professional.

#### **DISCLAIMERS AND LIMITATIONS**

1. THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON METAL-FAB'S PART.
2. THE SOLE AND EXCLUSIVE REMEDY AGAINST METAL-FAB, INC. SHALL BE THE REPAIR OR REPLACEMENT OF DEFECTIVE PART(S) AS PROVIDED HEREINABOVE. 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 DAMAGE) SHALL BE AVAILABLE. The sole purpose of the stipulated exclusive remedy provided for herein shall be the repair or replacement of defective part(s) in the manner provided hereinabove. This exclusive remedy shall not be deemed to have failed its essential purpose, so long as Metal-Fab, Inc. is willing and able to repair or replace defective part(s) in the prescribed manner.
3. The owner shall not be required to deliver a defective Product to Metal-Fab Inc. if:
  - (a) The Product was destroyed as a result of its defect or any defect in any part covered in this warranty; and
  - (b) Metal-Fab Inc. is reasonably satisfied that the Product was defective at the time of sale.If both of these conditions are met to Metal-Fab Inc.'s satisfaction, it will replace the Product in the same manner provided herein as if the owner or purchaser had delivered it to Metal-Fab Inc.
4. The owner 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 owner by Metal-Fab Inc., by the original purchaser if different from the owner, or by 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 owner, 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.
5. There is NO WARRANTY for any defective Product of Metal-Fab Inc. which has been removed from its original installation site or which, in the judgment of Metal-Fab Inc., arises from misuse, mishandling, neglect, flood, lightning, corrosive atmosphere, improper installation of the Product, improper servicing of the Product, unauthorized modification of the Product, improper fuel supply to the Product, or the failure of the installer to properly install or service the Product as is set out in the installation instructions.
6. Some states do not allow the exclusion or limitation of consequential, incidental or special damages, so the above limitation or exclusion may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

