

CERTIFICATE OF ONE-YEAR LIMITED WARRANTY
DIAMONDBACK™
Flexible Gas Piping System

Metal-Fab Inc. ("Metal-Fab") warrants to the original purchaser of its Diamondback Flexible Gas Piping System (hereinafter "Diamondback System" or "System") that it is free from defects in materials and/or workmanship for a period of one (1) year from the date of installation under normal use and service and when used only with natural gas or propane gas fuels. For purposes of this limited warranty the Diamondback System consists only of the following component parts: piping, fittings and accessories. Normal use and service of this System is dependent upon and requires installation: a) in accordance with Metal-Fab's Diamondback System installation instructions as prescribed by ANSI LC-1; b) in accordance with local plumbing and/or building codes and applicable law; c) in accordance with Metal-Fab's design and installation guide, and d) performed by an installer trained in an installation program recognized by Metal-Fab and who has been issued a Certificate of Training from Metal-Fab. Failure to strictly comply with these design and installation requirements will void this warranty in its entirety.

If during the limited warranty period, it appears that this Diamondback System contains a defect, which is covered by this limited warranty, call Metal-Fab Customer Service toll free at 1-888-80SNAKE before dismantling the System. Then send the defective part prepaid to Metal-Fab Inc. at 3025 May Avenue, Wichita, KS 67213 for warranty repair or replacement. You will be advised of shipping instructions when you call the Metal-Fab telephone number, and you must include a brief description of the problem and evidence of the date of original installation with any part that is returned pursuant to this limited warranty.

Component parts returned to Metal-Fab under this warranty which, upon receipt by Metal-Fab, are confirmed to be defective and covered by this limited warranty will be repaired or replaced (at Metal-Fab's sole option) at no cost to you and returned prepaid. Defective parts will be repaired or replaced with new or remanufactured parts at Metal-Fab's sole option. Purchaser shall not be required to deliver the defective parts to Metal-Fab if the component part was destroyed as a result of the defect and Metal-Fab is reasonably satisfied that the part was defective at the time of sale. In the event both of these conditions are met, Metal-Fab will replace the part as if the purchaser had delivered it to Metal-Fab.

Liability under this warranty shall be limited to the repair or replacement of the parts found to be defective and shall not include system removal and/or reinstallation costs or any other costs.

THE PURCHASER AGREES THAT PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST METAL-FAB SHALL BE FOR REPAIR OR REPLACEMENT OF DEFECTIVE SYSTEM PARTS AS PROVIDED HEREINABOVE. UNDER NO CIRCUMSTANCES SHALL METAL-FAB BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, INJURY TO PERSONS OR PROPERTY OR ANY OTHER LOSS IN CONNECTION WITH THE USE OR INABILITY TO USE THE SYSTEM. IN NO EVENT SHALL METAL-FAB'S LIABILITY FOR BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY EXCEED THE COST OF THE SYSTEM COVERED HEREBY. No person (defined in its broadest sense to include but not be limited to an individual, firm, partnership, limited liability company, corporation or otherwise) is authorized to assume for Metal-Fab any other liability in connection with the sale of this System. The purchaser specifically agrees that no other remedy shall be available to purchaser and that the exclusive remedy as provided herein shall not be deemed to have failed its essential purpose as long as Metal-Fab is willing and able to repair or replace the defective part in the prescribed manner.

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.

Purchaser acknowledges that no oral statements purporting to be warranties, representations or guarantees of any kind about any product of Metal-Fab have been made to purchaser by Metal-Fab or its dealer, which in any way expands, alters or modifies the terms of this limited warranty. Any such statements do not constitute warranties, shall not be relied upon by purchaser and are not part of the contract of sale. This Certificate of One Year Limited Warranty constitutes a complete and exclusive statement of the terms of any warranty, express or implied by Metal-Fab Inc.

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 IN THE EVENT SUCH DISCLAIMER OF IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IS PROHIBITED BY APPLICABLE LAW THEN SUCH IMPLIED WARRANTIES ARE LIMITED TO A TERM OF ONE (1) YEAR.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

THIS LIMITED WARRANTY DOES NOT COVER NON-DEFECT DAMAGE (INCLUDING, BUT NOT LIMITED TO FIRE, FLOOD, LIGHTNING, OR CORROSIVE ATMOSPHERE), DAMAGE CAUSED BY IMPROPER INSTALLATION, OPERATION OR CARE (INCLUDING, BUT NOT LIMITED TO ABUSE, MISUSE, FAILURE TO PROVIDE REASONABLE AND NECESSARY MAINTENANCE, MISHANDLING, IMPROPER FUEL SUPPLY TO THE SYSTEM, OR ALTERATIONS OR MODIFICATIONS TO THIS SYSTEM, DAMAGE CAUSED BY ACCIDENT, SYSTEM REMOVED FROM ITS ORIGINAL INSTALLATION SITE, OR LABOR CHARGES FOR DISMANTLING OR REINSTALLING REPAIRED OR REPLACED PARTS.

Metal-Fab makes no warranty whatsoever with respect to a Diamondback System not supplied by it.

The term original purchaser as used in this limited warranty shall be deemed to mean that person for whom the Diamondback System is originally installed.

This limited warranty shall apply only to sales and installation within the North American Continent.