

# CERTIFICATE OF WARRANTY

## Limited Lifetime Warranty

The Metal-Fab TEMP GUARD® factory-built chimneys, when installed according to manufacturer's instructions, as prescribed by Underwriters Laboratories Standard 103HT, and when properly and regularly cleaned and maintained as set forth below, are warranted by Metal-Fab Inc. under normal residential use against defects in material or workmanship of the product for parts only for as long as the original consumer owns the chimney system. During the first ten years of the warranty, Metal-Fab will provide replacement chimney lengths at no charge. During the balance of the warranty, Metal-Fab will provide replacement chimney lengths at 50% of the current retail price in effect at the time of the warranty claim. The defective part(s) 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. Metal-Fab Inc. will in turn ship the repaired or replacement part 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 parts not manufactured by Metal-Fab Inc.

It is the OWNER'S RESPONSIBILITY to establish:

1. the date of the original installation of the product;
2. the name of the original purchaser;
3. the name of the installer;
4. that the product was installed according to manufacturer's instructions; and
5. that the product was properly cleaned and serviced once each year by a licensed chimney sweep.

### DISCLAIMERS AND EXCLUSIONS

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

1. The warranty described hereinabove 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 sole and exclusive remedy against Metal-Fab Inc. shall be for the repair or replacement of defective parts 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 loss) shall be available. The sole purpose of the stipulated exclusive remedy provided for herein, shall be the 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.
3. The owner shall not be required to deliver a defective part to Metal-Fab Inc. if:
  - (a) The part 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 part was defective at the time of sale.

If both of these conditions are met to Metal-Fab Inc.'s satisfaction, it will replace the part in the same manner provided herein as if the 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 part of a Metal-Fab product which has been removed from its original installation site or which, in the judgment of Metal-Fab Inc., arises from misuse, mishandling, neglect, chimney fire, 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.

