

CERTIFICATE OF WARRANTY

Limited Lifetime Warranty

The Metal-Fab 3, 4, and 5-inch diameter Corr/Guard® factory-built gas vent system, when installed according to manufacturer's instructions, as prescribed by Underwriters Laboratories Standard 1738, 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 gas vent system. During the first ten years of the warranty, Metal-Fab will provide replacement gas vent lengths at no charge. During the balance of the warranty, Metal-Fab will provide replacement gas vent 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 inspected, cleaned and serviced once each year by a licensed professional.

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, 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.



ONE YEAR LIMITED WARRANTY

CORR/GUARD MODELS CG AND CGSW VENT SYSTEMS

Metal-Fab, Inc. warrants to registered owners of its Corr/Guard Models CG and CGSW vent systems that they are free from defects in material and workmanship in normal use for one (1) year from original installation, when designed, installed, maintained and used as a part of a Metal-Fab vent system and in accordance with Metal-Fab, Inc. specifications. Metal-Fab, Inc. further warrants any portion of such vent system repaired or replaced under this limited warranty for the remainder of the original warranty period.

REGISTRATION AND CLAIMS PROCEDURE Within sixty days of installation of the system, owner must register its ownership by delivering to Metal-Fab, Inc. Warranty Activation Certificate on a form available from Metal-Fab, Inc. In connection with any warranty claim, owner must establish (i) timely registration of system ownership; (ii) date of system installation and name of installer; and (iii) installation of the system in accordance with Metal-Fab, Inc. installation instructions. 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. Any part claimed defective shall be returned, freight prepaid by owner, to Metal-Fab, Inc. at 3025 S. May, Wichita, Kansas 67213 for evaluation, repair or replacement. Upon repair or replacement of a defective part, Metal-Fab, Inc. will forward the part to owner, freight collect. The owner shall not be required to deliver a defective part to Metal-Fab, Inc. if the part was destroyed as a result of the defect and Metal-Fab, Inc. is reasonably satisfied that the part was defective at the time of sale. In the event both of these conditions are met, Metal-Fab, Inc. will replace the part as if the owner had delivered it to Metal-Fab, Inc. In the event Metal-Fab, Inc. is unable to repair or replace the part within a reasonable time, Metal-Fab, Inc. shall have the option to refund a pro rata portion (based on the remaining warranty life) of the actual purchase price or list price of the part at the time of installation, whichever is less.

EXCLUSIONS This warranty does not cover defects resulting in whole or in part from:

- inaccurate or incomplete disclosures of existing or future operating conditions made by owner or owner's engineer or contractor;
- system sizing or design decisions not made or approved by Metal-Fab, Inc. prior to installation;
- improper installation, site preparation or maintenance of the system during the warranty period, including, but not limited to, the failure to maintain continuous protection of the exposed aluminized outer jacket with one base coat and one finish coat of heat and corrosion resistant paint;
- neglect, misuse or mishandling of the system, or modification or alteration of the system without written approval of Metal-Fab, Inc.;
- accident, vent or other fire, flood, lightning, or Act of God;
- operation of the system in extreme conditions or outside the environmental specifications of the system;
- use of the system with parts not manufactured by Metal-Fab, Inc.;
- removal and/or reuse of the system from its original installation site;
- improper fuel supply; and
- failure to install and service the vent system as set forth in Metal-Fab, Inc.'s installation instruction booklet.

DISCLAIMERS AND LIMITATIONS *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.

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 and 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.

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.

The owner acknowledges that no oral statements purporting to be warranties, representations, or guarantees of any kind about any part, product or system of Metal-Fab, Inc., have been made to the 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 by Metal-Fab, Inc.

