

A. Warranty

Hearth & Home Technologies LLC LIMITED WARRANTY

Hearth & Home Technologies LLC (“HHT”) extends the following warranty for HHT gas, wood, pellet and electric hearth appliances (each a “Product” and collectively, the “Product(s)”) and certain component parts set forth in the table below (“Component Part(s)”) that are purchased from a HHT authorized dealer or distributor.

WARRANTY COVERAGE:

HHT warrants that the Products and their Component Parts will be free from defects in materials and workmanship for the applicable period of Warranty coverage set forth in the table below (“Warranty Period”). If a Product or Component Parts are found to be defective in materials or workmanship during the applicable Warranty Period, HHT will, at our discretion, repair the applicable Component Part(s), replace the applicable Component Part(s), or refund the purchase price of the applicable Product(s). The maximum amount recoverable under this Warranty is limited to the purchase price of the Product. This Warranty is transferable from the original purchaser to subsequent owners, but the Warranty Period will not be extended in duration or expanded in coverage for any such transfer. This Warranty is subject to conditions, exclusions, and limitations as described below.

WARRANTY PERIOD:

Warranty coverage begins at the date of installation. In the case of new home constructions, Warranty coverage begins six months after invoice of the final sale of the Product(s) by an independent, authorized HHT dealer or distributor. However, the Warranty coverage shall commence no later than 24 months following the date of Product shipment from HHT, regardless of the installation or purchase date.

Warranty Period		HHT Manufactured Appliances and Venting				
Component Parts	Labor	Gas	Pellet	Wood	Electric	Component Parts Covered by this Warranty
1 Year		X	X	X		All parts including handles, external enameled components and other material except as covered by Warranty Conditions, Warranty Exclusions, and Warranty Limitations listed
2 Years					X	All parts except as covered by Warranty Conditions, Warranty Exclusions, and Warranty Limitations listed
			X	X		Glass, Electrical components limited to heating element/igniters, Top feed auger assembly, Blowers, Junction Box, Remotes/Wall switches, linear actuator, power cord, vacuum switch, snap disc, wire harnesses and thermocouple
		X				Electrical components limited to modules, remotes/wall switches, valves, pilots, blowers, junction boxes, wire harnesses, transformers and lights (excluding light bulbs)
		X		X		Cement Refractory Panels, Glass Liner Panels
3 years			X			Firepots, burnpots, Harman mechanical feeders
5 years		X		X		Catalysts, Vented and Vent Free burners and logs
10 years	1 year	X				Burners, logs and metal/fiber refractory components of HHT manufactured fireplaces or stoves, venting due to poor workmanship
10 years	3 years		X	X		Castings, Medallions & Baffles, FlexBurn® System (engine, inner cover, access cover and fireback), Firebox and heat exchanger, HHT Chimney & Terminations, Manifolds
20 years	3 years	X				Firebox and heat exchanger
All purchased replacement parts and optional accessories						
1 Year	None	X	X	X	X	All purchased replacement parts and optional accessories

WARRANTY CONDITIONS:

- Because HHT cannot control the quality of any Products sold by unauthorized sellers, this Warranty only covers Products that are purchased through an HHT authorized dealer or distributor unless otherwise prohibited by law; a list of HHT authorized dealers is available on the HHT branded websites.
- This Warranty is only valid while the applicable Product remains at the site of original installation.
- This Warranty is only valid in the country in which the HHT authorized dealer or distributor that sold the applicable Product is authorized to sell applicable Product.
- Contact your installing distributor or dealer for Warranty service. If the installing dealer or distributor is unable to provide necessary parts, contact the nearest HHT authorized dealer or supplier. Additional service fees may apply if you are seeking Warranty service from a dealer other than the dealer from whom you originally purchased the applicable Product.
- No HHT consumer should bear cost of warranty service or costs incurred while servicing warranty claims (i.e., travel, gas, or mileage) when the service is performed within the terms of this Warranty. Check with your dealer or distributor in advance for any costs to you when arranging a warranty call. Travel and shipping charges for parts are not covered by this Warranty.

WARRANTY EXCLUSIONS:

This Warranty does not cover the following:

- Changes in surface finishes as a result of normal use. As a heating appliance, some changes in color of interior and exterior surface finishes may occur. This is not a flaw and is not covered under the Warranty.
- Damage to printed, plated, or enameled surfaces caused by fingerprints, accidents, misuse, scratches, melted items or other external sources and residues left on the plated surfaces from the use of abrasive cleaners or polishes.
- Repair or replacement of parts that are subject to normal wear and tear during the Warranty Period are not covered. These parts include: paint, wood and pellet gaskets, firebricks, wood grates, flame guides, batteries and the discoloration of glass.
- Minor expansion, contraction, or movement of certain parts causing noise. These conditions are normal and complaints related to this noise are not covered by this Warranty.
- Damages resulting from: (1) failure to install, operate, or maintain the applicable Product in accordance with the installation instructions, operating instructions, and listing agent identification label furnished with the applicable Product; (2) failure to install the applicable Product in accordance with local building codes; (3) shipping or improper handling; (4) improper operation, abuse, misuse, continued operation with damaged, corroded or failed components, accident, or improperly/incorrectly performed repairs; (5) environmental conditions, inadequate ventilation, negative pressure, or drafting caused by tightly sealed constructions, insufficient make-up air supply, or handling devices such as exhaust fans or forced air furnaces or other such causes; (6) use of fuels other than those specified in the operation instructions; (7) installation or use of components not supplied with the applicable Product or any other components not expressly authorized and approved by HHT; (8) modification of the appliance not expressly authorized and approved by HHT in writing; and/or (9) interruptions or fluctuations of electrical power supply to the applicable Product.
- Non-HHT venting components, hearth connections or other accessories used in conjunction with the applicable Product.
- Any part of a pre-existing fireplace system in which an insert or a decorative gas applicable Product is installed.
- HHT's obligation under this Warranty does not extend to the Product's capability to heat the desired space. Information is provided to assist the consumer and the dealer in selecting the proper Product for the application. Consideration must be given to the Product location and configuration, environmental conditions, insulation and air tightness of the structure.

This warranty is void if:

- The applicable Product has been over-fired, operated in atmospheres contaminated by chlorine, fluorine, or other damaging chemicals. Over-firing can be identified by, but not limited to, warped plates or tubes, deformation/warping of interior cast iron structure or components, rust colored cast iron, bubbling, cracking and discoloration of steel or enamel finishes.
- The applicable Product is subjected to prolonged periods of dampness or condensation.
- There is any damage to the applicable Product due to water or weather damage which is the result of, but not limited to, improper chimney or venting installation.

LIMITATIONS OF REMEDIES AND LIABILITY:

- **EXCEPT TO THE EXTENT PROVIDED BY LAW, HHT MAKES NO EXPRESS WARRANTIES OTHER THAN THE WARRANTY SPECIFIED HEREIN. The owner's exclusive remedy and HHT's sole obligation under this Warranty or in contract, tort or otherwise, shall be limited to, at HHT's sole option, replacement of the Component Part(s), repair of the Component Part(s), or refund of the original purchase price of the applicable Product(s). In no event will HHT be liable for any incidental or consequential damages caused by defects in the applicable Product. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Warranty gives you specific legal rights and you may also have other rights which vary from State to State. THE DURATION OF ANY IMPLIED WARRANTY IS LIMITED TO DURATION OF THE EXPRESSED WARRANTY SPECIFIED ABOVE FOR THE APPLICABLE PRODUCT. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.**