

TWELVE-YEAR LIMITED WARRANTY
MODELS PSW, PIC, IPIC, IPIC-1, IPIC-2, IPIC-4 CHIMNEY SYSTEMS

Metal-Fab, Inc. warrants to owners of its Models PSW, PIC, IPIC, and IPIC-4 chimney systems that they are free from defects in material and workmanship in normal use for twelve (12) years from original installation, when designed, installed, maintained and used as a part of a Metal-Fab chimney system and in accordance with Metal-Fab, Inc. specifications. Metal-Fab, Inc. further warrants any portion of such chimney system repaired or replaced under this limited warranty for the remainder of the original warranty period.

CLAIM PROCEDURE

Within sixty days of first installation of the system, owner must register its ownership by delivering to Metal-Fab, Inc. a Certificate of Start-Up 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 May Avenue, 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 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 the 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 from Metal-Fab, Inc., accident, fire, including chimney fire, flood, lightning, or Act of God; operation of the system in extreme conditions or outside the environmental specifications of the system, including, but not limited to, operation in the presence of solvents, refrigerated vapors, halogenated compounds (except where used as a fire suppressant) or other conditions which could cause condensation of corrosive materials in or on 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; and improper fuel supply when used as a chimney system.

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 THE DURATION OF THIS LIMITED WARRANTY.

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.

