

B. Limited Warranty

Outdoor Lifestyles by Hearth & Home Technologies™ Limited Lifetime Warranty

Hearth & Home Technologies (“HHT”) extends the following warranty for all Outdoor Lifestyles by HHT™ brand products (“Products”) that are purchased from an HHT authorized dealer.

WARRANTY COVERAGE:

HHT warrants to the original owner of the Product at the site of installation, and to any transferee taking ownership of the Product at the site of installation within one year following the date of original purchase, that the Product will be free from defects in materials and workmanship at the time of manufacture. After installation, if covered components manufactured by HHT are found to be defective in materials or workmanship during the applicable warranty period, HHT will, at its option, repair or replace the covered components. This warranty is subject to conditions, exclusions and limitations as described below.

WARRANTY PERIOD:

The warranty period begins on the earlier of: (i) the date of invoice for the Product; (ii) in the case of new home construction, the date of first occupancy of the residence or six months after the date of sale of the Product by an HHT authorized dealer, whichever occurs first; or (iii) the date 24 months following the date of Product shipment from HHT, regardless of the invoice or occupancy date.

WARRANTY CONDITIONS:

- The Limited Lifetime Warranty covers Products that are purchased through a HHT authorized dealer or distributor. A list of HHT authorized dealers is available on the HHT branded websites.
- This warranty is only valid while the Product remains at the site of original installation.
- Contact your installing dealer for warranty service. If the installing dealer is unable to provide necessary parts, contact the nearest HHT authorized dealer. Additional service fees may apply if you are seeking warranty service from a dealer other than the dealer from whom you originally purchased the Product.
- Check with your dealer in advance for any costs to you when arranging a warranty call. Travel and shipping charges for parts are not covered by this warranty.
- The Product body, metal firebox and heat exchanger carry the Limited Lifetime Warranty from the date of installation.
- The following components do not carry the Limited Lifetime Warranty but are warranted as follows:
 - One Year from Date of Installation:
 - Gas and Electrical Components or Gaskets
 - Nickel Plated Materials
 - Excludes tarnishing
 - Glass Breakage, Logs/Refractory/Glass Panels due to thermal breakage
 - Surface, hairline cracks, scratches and slight color changes are not covered
 - Venting, optional accessories, optional glass doors
 - Labor Associated with Warranty Service Work

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 not covered under warranty.
- Damage to printed, plated, or enameled surfaces caused by fingerprints, accidents, misuse, scratches, melted items, or other external sources and residues left on 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. These parts include: paint, firebricks, grates, flame guides 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.

B. Limited Warranty (*continued*)

- Damages resulting from: (1) failure to install, operate, or maintain the Product in accordance with the installation instructions, operating instructions, and listing agent identification label furnished with the Product; (2) failure to install the 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 incorrectly performed repairs; (5) inadequate ventilation, negative pressure or environmental conditions, including, without limitation: hail, snow, ice, fallen branches, flooding, water damage and fading of color; (6) use of fuels other than those specified in the operating instructions; (7) installation or use of components not supplied with the Product or any other components not expressly authorized and approved by HHT; (8) modification of the Product not expressly authorized and approved by HHT in writing; and/or (9) interruptions or fluctuations of electrical power supply to the Product.
- Non-HHT venting components, hearth components or other accessories used in conjunction with the Product.
- Any part of a pre-existing fireplace system in which an insert or a decorative gas appliance is installed.
- The Product's capability to heat the desired space. Information is provided to assist the consumer and the dealer in selecting the proper appliance for the application. Consideration must be given to the Product's location and configuration and environmental conditions.

This warranty is void if:

- The Product has been over-fired or 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, rust colored cast iron, bubbling, cracking and discoloration of steel or enamel finishes and cracking or spalling of refractory or cementitious materials.
- The Product is subjected to prolonged periods of dampness, condensation, ice or snow.
- There is any damage to the Product or other components due to water or weather damage which is the result of, but not limited to, improper chimney or venting installation.

LIMITATIONS OF LIABILITY:

Repair or replacement in accordance with the provisions of this warranty will be the owner's exclusive remedy for and will constitute HHT's sole obligation under this warranty, under any other warranty (express or implied), or in contract, tort or otherwise; provided, however, that if HHT is unable to provide repair or replacement in an expedient and cost effective manner, HHT may discharge all such obligations by refunding the purchase price of the Product. No employee, agent, dealer, or other person is authorized to give any warranty on behalf of HHT. TO THE EXTENT ALLOWED BY LAW, HHT MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HHT WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF DEFECTS IN OR USE OF THE PRODUCTS. Some states do not allow exclusions or limitation of incidental or consequential damages, so these limitations may not apply to you. This warranty gives you specific rights; you also may have other rights, which vary from state to state. The duration of any implied warranty is limited to the duration of the warranty period specified herein.