

## LIMITED LIFETIME WARRANTY



# BRECKWELL

## ACADIA HEARTH PRODUCTS LIMITED WARRANTY

The operation of this unit in a manner inconsistent with the owner's manual will void the warranty and is also against federal regulations. Breckwell warrants this product to be free from defects in material and workmanship, to the original retail purchaser only, for the time period identified below, measured from the date of the initial purchase as evidenced on an invoice, canceled check, sales receipt, etc., to receipt of a claim by Breckwell or an authorized dealer, as follows:

Components Covered	Warranty Period
Firebox / Heat Exchanger	Limited Lifetime
Door	Three Year
Cabinets and Trim	One Year
Gaskets	One Year
All Electrical Components (Blower, Auger / Agitator Motor, PC Board, Switches)	One Year
Ceramic Glass	One Year
Firepot	Three Years

### **Warranty conditions**

This warranty only covers Breckwell appliances that are purchased through an Breckwell authorized retailer, dealer or distributor.

This warranty is only valid while the Breckwell appliance remains at the site of original installation. This warranty does not apply to products purchased for rental use.

### **Problem / Resolution**

- As purchaser, you must first contact the dealer and/or the distributor from whom you purchased your heater.
- If within a reasonable period of time, you do not receive satisfactory service from the distributor and/or dealer, write or call Acadia Hearth/ Breckwell, including complete details of the problem and/or problems you are experiencing, details of your installation, your proof of purchase, and the heater serial number and date code.

### **Claim Procedure**

Contact Breckwell for warranty service. You will be asked to provide detailed descriptions and pertinent data, including proof or purchase which will be returned upon request. Providing the heater has been installed and used in accordance with the Owner's Manual supplied with the heater and the issue does not fall under a situation of exclusion, Breckwell will either:

- Replace the defective part free of charge. Parts and/or service replacements made under the terms of this warranty are warranted only for the remaining period of the original heater warranty.
- Replace the heater free of charge. Should the heater be replaced by Breckwell "free of charge", all further warranty obligations are thereby met.
- Where the defect is of a cosmetic (non-functional) nature, Breckwell will bear reasonable expense to repair the heater, including such items as welding, painting, and incidental labor. A "reasonable expense" is defined by terms of this warranty as \$30.00/hour with full refund for any purchase of parts.

### **Warranty Exclusions**

This warranty does not cover the following:

- Damage to or changes in surface finishes as a result of normal use. As a heating appliance, some changes in color or interior and exterior surface finishes may occur. This is not a flaw and is 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 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. These parts include: paint, pellet, 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 appliance in accordance with the installation instructions, operating instructions, and listing agent identification label furnished with the appliance; (2) failure to install the appliance in accordance with local building codes and/or authorities having jurisdiction; (3) shipping or improper handling; (4) improper operation, abuse, misuse, continued operation with damaged, corroded or failed components, accident, alteration, or improperly/incorrectly performed repairs; (5) environmental conditions, weather, 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 operating instructions; (7) installation or use of components not supplied with appliance or any other components not expressly authorized and approved by Breckwell; (8) modification of the appliance not expressly authorized and approved by Breckwell in writing; and/or (9) interruptions or fluctuations of electrical power supply to the appliance.
- Non-Breckwell venting components, hearth components or other accessories used in conjunction with the appliance.
- Breckwell's obligation under this warranty does not extend to the appliance'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 appliance location and configuration, environmental conditions, insulation and air tightness of the structure.
- Problems relating to smoking or creosote. Smoking is attributable to inadequate draft due to the design or installation of the flue system or installation of the heater itself. Creosote formation is largely attributable to improper operation of the unit and/or draft as mentioned above.
- Any cost associated with product removal and re-installation, travel, transportation, or shipping.
- Service calls to diagnose trouble (unless authorized in writing by the manufacturer, distributor, or dealer).

### **This Warranty Is Void If**

- The appliance 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.
- The appliance is subjected to prolonged periods of dampness or condensation.
- There is any damage to the appliance 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**

The owner's exclusive remedy and Breckwell's sole obligation under this warranty, under any other warranty, express or implied, or in contract, tort or otherwise, shall be limited to replacement, repair, or refund, in Breckwell's sole and absolute discretion. In no event will Breckwell be liable for any incidental or consequential damages. THE LIMITED WARRANTY SET FORTH HEREIN IS THE SOLE WARRANTY PROVIDED TO PURCHASER AND IS IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED. BRECKWELL MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT, OTHER THAN (i) THE LIMITED WARRANTY ABOVE, AND (ii) ANY IMPLIED WARRANTIES IMPOSED BY APPLICABLE LAW WHICH CANNOT BE WAIVED OR DISCLAIMED UNDER APPLICABLE LAW. ALL OTHER WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW. This Limited Warranty gives the purchaser specific legal rights; a purchaser may have other rights depending upon where he or she resides. Some states do not allow the exclusion or limitation of special, incidental or consequential damages, or state law may affect the duration of limitations, so the above exclusion and limitations may not be applicable.

### **Warrantor**

The warrantor of record is Acadia Hearth, LLC, 109 E. 17th Street, Suite 5478, Cheyenne, Wyoming 82001. Phone number: 1-833-222-3421 Register your product on line at [www.acadiahearth.com](http://www.acadiahearth.com). Save your proof of purchase, as documented in a receipt or invoice, with your records for any claims.