

## SECURE TEMPASHT+

## LIFETIME LIMITED WARRANTY

This limited warranty is granted by Security Chimneys International Ltd., 2125 Monterey, Laval, Quebec, Canada H7L 3T6. (Hereinafter referred as "Warrantor")

In the following text, the word "component" designates lengths, elbows, tees and accessories. Caps are not included.

## **Limited Warranty:**

The Warrantor grants a warranty to the initial consumer that the ASHT+ chimney will be free from defects in material and workmanship under normal use of such chimneys for an unlimited period of time from the date of purchase. This warranty is not valid if the ASHT+ chimney is not installed in accordance with the recommendations provided in the installation manual and with all the components provided by the manufacturer. This product must be used for the application for which it was designed and intended.

The Warrantor shall not be liable for damages due to normal wear of the ASHT+ chimney components, accidents, misuse, lack of reasonable and necessary maintenance, improper installation or unauthorized repairs, alterations or modifications of the product.

The Warrantor's liability with respect to defects shall be limited to the replacement of the ASHT+ chimney components considered defective by the Warrantor for the following periods:

- 1. During the first 10 years, the Warrantor will provide ASHT+ chimney components and the initial consumer shall bear all other costs.
- 2. During the 11th to 15th years, the initial consumer can purchase a replacement chimney component at any of the Warrantor's dealers for 25% of the then suggested retail price and the initial consumer shall bear all other costs.
- 3. After the 15<sup>th</sup> year, the initial consumer can purchase a replacement chimney component at any of the Warrantor's dealers for 50% of the then suggested retail price and the initial consumer shall bear all other costs.

The Warrantor reserves the right to replace ASHT+ chimney components with an equivalent product and the replacement must be carried out in accordance with the Warrantor's recommendations.

The warranty is limited to the replacement of defective chimney components and does not include any damages resulting from any defect in the product nor does it include expenses sustained in connection with the product, including damages to property.

IN NO EVENT WILL WARRANTOR BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES, INCLUDING ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW THE ABOVE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

The warranty is only valid for an initial consumer who buys ASHT+ chimney components and may not be assigned.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARE MADE INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THE WARRANTOR EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

This warranty is governed by the laws of the province of Quebec, Canada.

## **OBTAINING REPLACEMENT:**

To obtain a replacement, contact the Warrantor or the dealer. Proof of purchase is required. If defective chimney components have to be returned, it will be at the consumer's expense. The Warrantor will replace any chimney components which upon examination by Warrantor or its designated representative, prove to be defective.