

## Warranty

M&G DuraVent, Inc. ("DuraVent") provides this limited lifetime warranty for all of its products to the original purchaser, with the exception of Ventinox® (lifetime), PolyPro® (ten years), DuraBlack® (five years) and all Termination Caps (five years). Subject to the limitations set forth below, DuraVent warrants that its products will be free from substantial defects in material or manufacturing, if properly installed, maintained and used. This Warranty is non-transferable with the exception of Ventinox which is transferable from the original homeowner to the buyer of the home for a period of ten (10) years. This warranty does not cover normal wear and tear, smoke damage or damage caused by chimney fires, acts of God, or any product that was: (1) purchased other than from an authorized DuraVent dealer, retailer or distributor; (2) modified or altered; (3) improperly serviced, inspected or cleaned; or (4) subject to negligence or any use not in accordance with the printed materials provided with the product as determined by DuraVent. This limited lifetime warranty applies only to parts manufactured by DuraVent.

DuraVent provides the following warranties for its products: One Hundred Percent (100%) of the purchase price or MSRP at time of purchase, whichever is lower, for 15 years from the date of purchase, and Fifty Percent (50%) thereafter, except for the following limitations: Ventinox liner and components in wood, oil, wood pellet, and gas installations are warranted at One Hundred Percent (100%) for the lifetime of the original homeowner; Ventinox 316 liner and components for coal burning installations which are warranted One Hundred Percent (100%) for ten years; all Termination Caps and DuraBlack® are warranted at One Hundred Percent (100%) for five years, and at Ten Percent (10%) thereafter.

All warranty obligations of DuraVent shall be limited to repair or replacement of the defective product pursuant to the terms and conditions applicable to each product line. These remedies shall constitute DuraVent's sole obligation and sole remedy under this limited warranty. This warranty provides no cash surrender value. The terms and conditions of this limited lifetime warranty may not be modified, altered or waived by any action, inaction or representation, whether oral or in writing, except upon the express, written authority of an executive officer of DuraVent.

Ventinox WARRANTY CONDITIONS: Liner and Component warranties contained herein are subject to the following conditions: (1) The Liner and Components must be installed according to DV's installation instructions; (2) The Liner and Components are used only to line or reline chimneys venting residential appliances for which the liner was intended; and (3) documented annual inspection of the Liner and Components and maintenance as deemed necessary, beginning one year after the date of installation and continuing throughout the warranty period, by a Nationally Certified Chimney Sweep or Ventinox® installer. The Liner and Components warranty is further subject to compliance with the following requirements throughout the warranty period: The chimney must have a chimney cap and chemical chimney cleaners must not be used when cleaning the Liner or Components. Plastic-bristle flue cleaning brushes are recommended. Corn, bio-fuels, driftwood or other wood containing salt, preservative-treated lumber, plastic and household trash or garbage, or wood pellets containing such materials must not be burned in the appliance or fireplace. In case of a chimney fire, the chimney must be inspected and approved by a certified Chimney Sweep before reuse. After each annual inspection, maintenance, and cleaning, the certified Chimney Sweep must fill out and date the appropriate section of the warranty card provided with the chimney liner.

LIMITATIONS ON INTERNET SALES:Notwithstanding any other terms or conditions of this limited lifetime warranty, DuraVent provides no warranty for the following specific products if such products are both: (a) purchased from an Internet seller; and (b) not installed by a qualified professional installer: DuraTech®, DuraPlus HTC®, PelletVent Pro®, FasnSeal®, and DuraVent's relining products including DuraLiner®, DuraFlex® 304, DuraFlex® 316, DuraFlex® Pro, DuraFlex® SW, and Ventinox®. For purposes of this warranty, a trained professional installer is defined as one of the following: licensed contractors with prior chimney installation experience, CSIA Certified Chimney Sweeps, NFI Certified Specialists, or WETT Certified Professionals.

DuraVent reserves the right to inspect defective product to determine if it qualifies for replacement under the terms of this limited lifetime warranty. All warranty claims must be submitted with proof of purchase. Labor and installation costs are not covered under this warranty. To obtain warranty service contact DuraVent promptly at DuraVent Warranty Service, 902 Aldridge Rd., Vacaville CA 95688, or call 800-835-4429.

WHERE LAWFUL, DuraVent DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL DuraVent BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OR DIRECT OR INDIRECT LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE AND PERSONAL INJURY. DuraVent'S ENTIRE LIABILITY IS LIMITED TO THE PURCHASE PRICE OF THIS PRODUCT. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

For the most up-to-date installation instructions, see www. duravent.com REV 3.30.2011

L209