

Lifetime Limited Warranty

Burntech® Fireplace Solutions

Burntech® Fireplace Solutions, Inc. warrants all Burntech® Fireplaces to be free from defects in materials that adversely affect fireplace performance for the lifetime of the product from the date of purchase, subject to the terms and conditions of this limited warranty. Burntech® Fireplace Solutions does not warrant accessory chimney, outside air ducts and devices not manufactured by Burntech® Fireplace Solutions.

This warranty covers only products manufactured by Burntech® Fireplace Solutions, specifically the modular masonry fireplace, and **NO WARRANTY, EXPRESS OR IMPLIED, EXTENDS TO ANY OF THE HARDWARE, FOUNDATION, VENTING, DUCTS, OR ACCESSORIES. THIS WARRANTY DOES NOT COVER DRAFTING, SMOKING, OR SOOTING OF THE FIREPLACE SYSTEM.** Factors beyond the manufacturer's control affect drafting, smoking, and sooting and Burntech® Fireplace Solutions cannot guarantee these aspects of performance.

Coverage under this warranty is subject to the following conditions and exclusions:

- This warranty is null and void when the fireplaces are not installed pursuant to the installation instructions provided by Burntech® Fireplace Solutions or local building codes have not been followed completely.
- Glass is warranted against thermal breakage only and only on models that are manufactured by Burntech® Fireplace Solutions with a glass front. On Direct Vent models the safety glass or safety screen must be kept in front of this glass when fireplace is in use. Safety screen must be used on all models when in use.
- This warranty does not apply to any component or part that shows evidence of misuse, abuse, improper installation, accident or lack of regular maintenance. Burntech® Fireplace Solutions is not responsible for misuse or mishandling of component parts.
- This warranty does not apply to any damage sustained to the appliance while in transit.
- Neither Burntech® Fireplace Solutions, nor any affiliate thereof, is responsible for any labor costs or indirect costs incurred for the replacement of defective components. Any covered component that, in our judgment, is defective shall be repaired, replaced or refunded at Burntech® Fireplace Solutions's option.
- Nothing in this warranty makes Burntech® Fireplace Solutions, or any affiliate thereof, liable in any respect for any injury or damage to the building or structure in which the fireplace has been installed or to the persons or property therein arising out of the use, misuse, or installation of properly manufactured Burntech® Fireplace Solutions products.
- The fireplace must be used in accordance with operating instructions. The grate or andirons must be installed when using the fireplace.

NEITHER Burntech® Fireplace Solutions, NOR ANY AFFILIATE THEREOF, SHALL BE HELD LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING OUT OF THE USE OF THE FIREPLACE. ALL SUCH DAMAGES AND EXPENSES ARE HEREBY EXCLUDED. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

If a component is found to be defective under the terms of this warranty the party this warranty is extended shall, notify Burntech® Fireplace Solutions, 6520 Platt Ave #577, West Hills, CA 91307 in writing, by registered mail, within thirty (30) days following the discovery of the defect within the lifetime warranty period. The letter shall include proof of purchase and state the (1) date of purchase, model number and serial number ; (2) place of purchase; (3) address of installation; (4) name, address and phone number of the homeowner; and (5) a brief description of the defect.

This warranty applies only to those fireplaces installed in the continental United States, Alaska and Canada. If any part of this warranty is found to be unenforceable, the remaining parts shall remain in force and effect.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW. Burntech® Fireplace Solutions HEREBY DISCLAIMS ALL GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED, BEYOND THE WARRANTIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

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