

“SMART CHOICE” LIMITED LIFETIME WARRANTY

Hart & Cooley, Inc., (“HCI”, “we”, “us”, “our”) warrants our residential Chimney & Venting products (* defined below) to be free from defects in material and workmanship. For products installed after January 1, 2015, for a period of Ten (10) years from original installation, we will provide replacement product with a similar or like quality of available HCI product, **free of charge**, excluding any installation costs. From the Eleventh (11) through Fifteenth (15) years, we will provide replacement product at a cost of 75% off the published Retail Price in effect on the date the claim is received, excluding any installation costs. At expiration of the Fifteen (15) year term, we will provide replacement product at a cost of 50% off the published Retail Price in effect on the date the claim is received excluding any installation costs. This warranty coverage is non-transferable and applies exclusively to the original consumer.

PROFESSIONAL INSTALLATION:

If installation is performed by Professional Installers certified in the USA by NFI or CSIA, we will provide replacement product with a similar or like quality of available product, free of charge (excluding any installation costs) for the full Fifteen (15) years from the date of original installation. The consumer must register with HCI's Online Product Registration @ www.hartandcooley.com or return the Product Registration Card included with the Installation Instructions within 60 days of the professional installation to be eligible for this additional warranty.

LIMITATIONS:

BUYER'S REMEDIES ARE LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT AND DO NOT INCLUDE INSTALLATION COSTS. EXCEPT AS SET FORTH HEREIN, ALL OTHER WARRANTIES (EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY DISCLAIMED. IT IS AGREED THAT THIS SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER. IN NO EVENT SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF THE PRODUCTS WHETHER BASED ON WARRANTY, CONTRACT NEGLIGENCE OR STRICT LIABILITY.

ALL LENGTHS, TEES, ELBOWS, AND COMPONENTS SUPPLIED BY US ARE SUBJECT TO WARRANTY COVERAGE. PRODUCT SUPPLIED BY US AS REPLACEMENT FOR ORIGINAL MATERIAL WILL BE SUBJECT TO A ONE-YEAR WARRANTY COVERAGE.

WARNING: FAILURE TO INSTALL OR OPERATE PRODUCTS ACCORDING TO THE MANUFACTURER'S INSTRUCTIONS, OR FAILURE TO USE PRODUCTS WITH RESIDENTIAL APPLIANCES THAT HAVE BEEN CERTIFIED AT AN ACCREDITED LABORATORY WILL VOID ALL APPLICABLE WARRANTIES.

THIS WARRANTY DOES NOT COVER:

- (a) any non-stainless base tee unit mounted or connected to an Insulated Chimney system;
- (b) costs (labor or otherwise **) associated with either removing a previously installed product, installing a replacement product, transportation or return of a product, or transportation of replacement product;
- (c) damage to the finish of products caused by the use of improper solvents/chemicals or improper (or lack of) cleaning methods;
- (d) damage resulting from normal wear and tear or failure to reasonably clean, care for or maintain products in accordance with our installation instructions/recommendations;
- (e) damage (to products, appliances or structure) based on or resulting from improper installation or repair, misuse or abuse (including, but not limited to, excessive or improper operating condition), or alteration or adjustment other than in conformity with our installation instructions and specifications, whether performed by a contractor, service company, technician, or yourself;
- (f) any products that have been moved from their original installation site;
- (g) damage caused by burning driftwood, garbage, or any other prohibitive material that has been burned in the appliance served by the chimney;
- (h) damage that results from accidents such as fire, flood, high winds, “acts of God”, or any other contingency beyond our control.

** Due to the wide variance in installation practices and other conditions beyond our control, except as stated above, we do not guaranty or in any way warrant the installation of Chimney and Venting products.

CLAIM PROCEDURE: If you believe that a product is defective, notify us in writing at:

HART & COOLEY, INC

5030 Corporate Exchange Blvd. SE
Grand Rapids, Michigan 49512
ATTN: WARRANTY CLAIMS
1.800.433.6341, Fax: 1.800.223.8461
www.hartandcooley.com

AMERICAN METAL PRODUCTS

5030 Corporate Exchange Blvd SE
Grand Rapids, Michigan 49512
ATTN: WARRANTY CLAIMS
1.800.423.4270, Fax: 1.800.626.3825
www.ameri-vent.com

Notification should include a description of the product, model and serial number (if applicable) and a description of the product defect. Upon receipt of a written claim under this limited warranty and evidence of the date of purchase or installation, at our option and in our sole discretion, we will provide replacement product with similar or like quality of available product excluding any installation costs. We reserve the right to inspect or investigate any warranty claims prior to determining whether to provide replacement product. If, as determined by us, that repair or replacement of the product is not commercially practicable or cannot be completed in a timely manner, we may refund the prorated purchase price paid for the product upon verification by providing a copy of your invoice or receipt of bill of sale.

*Hart and Cooley, Inc. products covered under this warranty: ALK, SLK, TLC, HS & HSS, DCC, PSV, PVP, DV, E, R, O and UPP