



DuraStack® Pro DCL, DAS1, DIS1, DIS2, DIS4, DIS3Z Limited Warranty

This DuraVent Limited Warranty (Limited Warranty) warrants your DuraStack Pro stainless steel multi-fuel double-wall chimney system and all components and fittings thereof (Product) to be free from defects in material and workmanship at the time of manufacture. After installation, if the Product manufactured by DuraVent is found to be defective in materials or workmanship during the Limited Warranty period and while the Product remains at the site of the original installation, DuraVent will, repair or replace, at its sole discretion, the Product or any part thereof. DuraVent reserves the right to replace components of the Product with an equivalent product and the replacement must be carried out in accordance with DuraVents recommendations. If replacement is not commercially practical, DuraVent will, at its option and subject to the other terms and conditions in this Limited Warranty, refund the purchase price or wholesale price of the DuraVent Product, whichever is applicable. LABOR OR FREIGHT COSTS TO REMOVE OR REPLACE DURAVENT PRODUCTS ARE NOT INCLUDED. THERE ARE EXCLUSIONS AND LIMITATIONS TO THE LIMITED WARRANTY AS DESCRIBED HEREIN.

COVERAGE COMMENCEMENT DATE

This Limited Warranty coverage begins on the date of shipment from DuraVent (Commencement Date).

GENERAL

This Limited Warranty applies only if the Product is installed in the United States or Canada and only if used for the application for which it was designed and intended. The Product must be installed and maintained in accordance with the system design, installation and maintenance instructions for the Product and in compliance with all applicable installation and building codes and high quality, industry accepted trade practices. Any repaired or replaced product shall be warranted for the duration of time no longer than the remaining or unexpired term of the original warranty.

EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only if generally accepted engineering practices have been followed to determine that sizing and material specifications are suitable for the application and environment involved, and:

- The Product has been correctly installed in accordance with the system design and installation instructions for the Product as provided by DuraVent.
- Damage is not a result of burning garbage, waste oil, #6 oil or any other inappropriate or prohibited material in the appliance served by the venting system.

- The design parameters provided to DuraVent by the responsible engineer at the time of design were and are accurately representative of the operating conditions.
- The system sizing and design was performed or approved by DuraVent.
- The boiler or engine exhaust is and has operated free of solvent or refrigerant vapors or any halogenated compound which may cause acid condensates to form within the chimney system.
- The entire chimney or exhaust system was supplied by DuraVent.

WARRANTY PERIOD

This Limited Warranty shall be for the useful life of the Product subject to the restrictions and conditions set forth in this Limited Warranty. For a period of ten (10) years beginning on the Commencement Date, if DuraVent elects to replace the Product instead of repair it, DuraVent will replace a defective Product with the same or substantially similar product at no charge for such replacement product. For the period between eleven (11) and fifteen (15) years after the Commencement Date, if DuraVent elects to replace the Product instead of repair it, DuraVent will replace a defective Product with the same or substantially similar product at a cost of 75% off the suggested retail price of the replacement product at the time the warranty claim is made. Beginning on the sixteenth (16th) year after the Commencement Date and thereafter for the useful life of the Product, if DuraVent elects to replace the Product instead of repair it, DuraVent will replace a defective Product with the same or substantially similar product at a cost of 50% off the suggested retail price of the replacement product at the time the warranty claim is made.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, PRODUCT MANUFACTURED FROM GALVALUME OR PRODUCT HAVING GALVANIZED SURFACES ARE LIMITED TO A TEN (10) YEAR WARRANTY PERIOD ONLY.

This Limited Warranty is non-transferable and extends to the original owner only. The Product must be purchased through a DuraVent Agent/Representative and proof of purchase must be provided.



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DuraVent will not be responsible for and this Limited Warranty does not cover: (a) damages caused by normal wear and tear, corrosion from salt air, accident, riot, fire, flood or acts of God; (b) damages caused by abuse, negligence, misuse, or unauthorized alteration or repair of the Product affecting its stability or performance; (c) damages caused by failing to provide proper maintenance and service in accordance with the design, installation and maintenance instructions for the Product; (d) damages, repairs or inefficiency resulting from faulty installation or application of the Product, including damage to the finish of the Product caused by the use of improper solvents/chemicals or improper cleaning methods; (e) replacement of system sealants as a result of improper installation or a system grease fire.

This Limited Warranty covers only the Product as provided herein. In no case shall this Limited Warranty cover materials, components or construction which are not manufactured or supplied by DuraVent or for the labor necessary to install, repair or remove such materials, components or construction. All replacement or repair components for the Product or the Product itself, as applicable, will be shipped F.O.B. from the DuraVent manufacturing facility.

LIMITATION ON LIABILITY

It is expressly agreed and understood that the sole obligation of DuraVent and the purchaser's exclusive remedy under this Limited Warranty, under any other warranty, expressed or implied, or in contract, tort or otherwise, shall be limited to replacement, repair, or refund, as specified herein and in no event shall DuraVent's liability exceed the purchase price of the Product whether such claim is made under any legal theory including tort, contract, strict liability or otherwise.

In no event shall DuraVent be liable for any incidental or consequential damages caused by defects in the Product, whether such damage occurs or is discovered before or after replacement or repair, and whether such damage is caused by DuraVent negligence.

DISCLAIMER

EXCEPT FOR THE WARRANTY SET FORTH IN HEREIN, DURAVENT MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

No one is authorized to change this Limited Warranty or to create for DuraVent any other obligation or liability in connection with the Product. Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. The provisions of this Limited Warranty are in addition to and not a modification of or subtraction from any statutory warranties and other rights and remedies provided by law.

INVESTIGATION OF CLAIMS AGAINST WARRANTY

DuraVent reserves the right to investigate any and all claims against this Limited Warranty and to decide, in its sole discretion, upon the method of settlement.

DuraVent shall in no event be responsible for any warranty work done by a contractor that is not approved without first obtaining DuraVents prior written consent.

HOW TO REGISTER A CLAIM AGAINST WARRANTY

In order for any claim under this Limited Warranty to be valid, you must contact the DuraVent Agent/Representative from which you purchased the Product. If you cannot contact the Agent/Representative, then you must notify DuraVent in writing. DuraVent must be notified during the Limited Warranty period of the claimed defect in writing within 30 days of the date the defect was discovered or should have been discovered, whichever is earlier. Notices should be directed to the DuraVent Commercial Technical Department commercial@duravent.com.