

CERTIFICATE OF WARRANTY

Limited One Year Warranty

The Metal-Fab Black Stovepipe when installed according to manufacturers installation instructions is warranted by Metal-Fab Inc. for one (1) year from the date of its original installation against defects in material or workmanship of the product for parts only. Any defective part in the product will be, at Metal-Fab's option, either repaired or replaced. The purchaser must return such defective part, with all transportation charges prepaid by said purchaser to Customer Service Department, Metal-Fab Inc., 3025 May Avenue, Wichita, Kansas 67213. The repaired or replacement part will, in turn, be shipped by Metal-Fab Inc. to the purchaser, freight collect, with the purchaser to be responsible for all freight charges. The warranty on any repaired or replacement part shall be for a duration of time no longer than the remaining or unexpired term of the original warranty. This warranty does not cover any labor or other service charges.

It is PURCHASER'S RESPONSIBILITY to establish the date of the original installation of the product.

DISCLAIMERS AND EXCLUSIONS

The following shall be applicable to those products of Metal-Fab Inc., described above:

1. The warranty described hereinabove shall be IN LIEU of any other warranty, express or implied. Except as set out hereinabove, there are NO other warranties and any statutory or implied warranty of MERCHANTABILITY or fitness for a particular purpose is EXCLUDED from this transaction and shall not apply.
2. The purchaser agrees that his sole and exclusive remedy against Metal-Fab Inc. shall be for the repair or replacement of defective parts as provided hereinabove. The purchaser agrees that NO OTHER REMEDY (including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss) shall be available to him. The sole purpose of the stipulated exclusive remedy provided for herein, shall be to provide the purchaser with repair and replacement of defective parts in the manner provided hereinabove. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Metal-Fab Inc. is willing and able to repair or replace defective parts in the prescribed manner. The purchaser shall not be required to deliver a defective part to Metal-Fab Inc. if:

- (1) The part was destroyed as a result of its defect or any defect in any part covered in this warranty; and
- (2) Metal-Fab Inc. is reasonably satisfied that the part was defective at the time of sale.

If both of these conditions are met, Metal-Fab Inc. will replace the part in the same manner provided herein as if the purchaser had delivered it to Metal-Fab Inc.

3. The purchaser acknowledges that no oral statements purporting to be warranties, representations, or guarantees of any kind about any product of Metal-Fab Inc. have been made to purchaser by Metal-Fab Inc. or its dealer which in any way expands, alters or modifies the terms of the warranty set out herein. Any such statements do not constitute warranties, shall not be relied on by the purchaser, and are not part of the contract of sale. This writing constitutes a complete and exclusive statement of the terms of any warranty, express or implied, of Metal-Fab Inc.
4. There is NO WARRANTY for any defective part of a Metal-Fab product which has been removed from its original installation site or which arises from mishandling, neglect, fire, flood, lightning, corrosive atmosphere, improper installation of the product, unauthorized modification of the product, improper fuel supply to the product, or the failure of the purchaser to properly install the product as is set out in the installation instructions.

