

STANDARD WARRANTY FOR ENERVEX **SMDS SEALED MODULATING DAMPER SYSTEMS**

► 2-YEAR WARRANTY

The SMDS sealed modulating damper systems and components are warranted for two years against functional failure due to defects in material and workmanship provided the system is installed, controlled, operated and maintained in accordance with the Installation, Operation and Maintenance Manual. Functional failure is defined as any failure of the system or component to perform its intended function of mechanically exhausting, without adverse leakage, combustion byproducts from boilers, water heaters, generators/engines, fireplaces, process ovens, industrial ovens and other applications in accordance with the product manual.

This limited warranty against functional failure due to defects in material and workmanship is extended to the purchaser subject to the satisfaction of the following conditions:

- Per UL standard 1738 for Special Gas Vent the exhausted product has a pH-value of min. 3.5.
- Damage is not a result of burning garbage, waste oil, #6 oil or any other prohibitive material in the appliance served by the mechanical draft system.

► PARTS WARRANTY

ENERVEX will, at its sole discretion, repair or replace any part of the system found to be defective in workmanship or material within 24 months of shipment from the factory or 18 months from startup (whichever comes first). ENERVEX shall be notified in writing as soon as any defect becomes apparent. Such notification shall include a description of the defect, and original proof of purchase. Defective parts must be returned to ENERVEX for evaluation and warranty consideration.

► GENERAL

ENERVEX shall be notified in writing as soon as any defect becomes apparent. This warranty does not include freight, handling or labor charges of any kind. No Sales Manager or other representative of ENERVEX other than the Quality Manager or an officer of the company has warranty authority. ENERVEX will not pay any charges unless they were pre-approved, in writing, by the ENERVEX Quality Manager. This warranty is exclusive and in lieu of all other warranties, expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. ENERVEX shall in no event be liable for any consequential or incidental damages arising in any way, including but not limited to any loss of profits or business, even if ENERVEX has been advised of the possibility of such damages. ENERVEX's liability shall never exceed the amount paid to ENERVEX for the original equipment found to be defective.

► CONDITIONS OF WARRANTY

Warranties are only valid if the system is installed, operated and maintained as outlined in the Installation, Operation and Maintenance Manual. ENERVEX shall accept no responsibility if the equipment has been improperly installed, operated or maintained or if the buyer has permitted any unauthorized modification, adjustment, and/or repairs to the equipment. The use of replacement parts not manufactured or authorized by ENERVEX will void any warranty express or limited. Warranty coverage for all components and equipment in said warranty are not valid unless the system is started up by a factory certified technician. The commissioning agency must successfully complete and return the equipment Installation and Operation Checklist to ENERVEX's Service department within twelve (12) weeks of startup.

The system must be maintained in accordance with the product manual. The warranty is valid for the original installation and original owner only.

► DISCLAIMER

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE WARRANTY PERIOD SPECIFIED ABOVE. WE DISCLAIM ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AND ANY LOSS OR EXPENSE(S), NOT SPECIFIED ABOVE. SOME STATES MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE LEGAL RIGHTS WHICH VARY FROM STATE TO STATE OR PROVINCE TO PROVINCE.