

# Hearthstone Gas Stove & Insert LIMITED WARRANTIES

# These warranties give you specific legal rights. You may also have other rights that vary from State to State.

Hearthstone Quality Home Heating Products, Inc. (Hearthstone) warrants <u>to the original purchaser</u> <u>only</u> (the "Original Purchaser") the new gas-fired stove/insert manufactured by Hearthstone and purchased by the Original Purchaser (referred to as the "Stove" or "Gas Stove" for simplicity) against any of the occurrences listed in this document that result from defects in material or workmanship. All obligations of Hearthstone under this document commence on the date the Original Purchaser purchases the Stove (the "Purchase Date").

## LIMITED LIFETIME WARRANTY

Hearthstone warrants the following parts of the Stove against the following occurrences that result from defects in material and workmanship:

- 4 All cast iron parts, including the cast iron heat exchanger against breakage, cracking or burn-through.
- All stones against cracking or breakage due to thermal stress, <u>excluding</u> surface and hairline cracks and scratches that do not affect the operation or safety of the Stove.
- Glass against breakage due to thermal shock.

## LIMITED FIVE-YEAR WARRANTY

Hearthstone warrants the following parts of the Stove against the following occurrences that result from defects in material and workmanship:

- Firebox and firebox baffle against breakage, cracking or burn-through.
- Gonvective heat exchanger against breakage, cracking or burn-through.
- **W** Burners, air shutters and orifices against breakage, cracking or burn-through.

TEK logs and embers – against breakage, cracking or burn-through.

This warranty expires on the fifth (5<sup>th</sup>) anniversary of the Purchase Date.

## LIMITED THREE-YEAR WARRANTY

Hearthstone warrants the following parts of the Stove against the following occurrences that result from defects in material and workmanship:

Gas train, including gas valve, millivolt wiring, spill switch, pilot assembly, thermopile, thermocouple, piezo igniter, and, if the Stove is a vent-free model, ODS system – against breakage or malfunction.

This warranty expires on the third (3<sup>rd</sup>) anniversary of the Purchase Date.

#### LIMITED ONE-YEAR WARRANTY

Hearthstone warrants the following parts of the Stove against the following occurrences that result from defects in material and workmanship:

- Enamel Finish against peeling or fading, <u>excluding</u> chipping, mechanical abrasion, chemical abrasion or crazing.
- Gaskets and sealants against breakage or deterioration.
- Accessories and electrical components such as blowers, switches and thermo discs, <u>excluding</u> venting components, hearth components, electrical components and other components or accessories used in conjunction with the installation of the Stove **not** manufactured, or supplied by Hearthstone against breakage or malfunction.

This warranty expires on the first (1<sup>st</sup>) anniversary of the Purchase Date.

# EXCLUSIONS

The warranties contained in this document do not cover, nor is Hearthstone responsible for:

- 1. Damage resulting from installation or operation of the Stove in a manner contrary to the owner's manual.
- 2. Damage or non-performance resulting from faulty or incomplete setup, installation and start-up or mishandling, abuse, or misuse of the Stove, including but not limited to over-firing.
- 3. Damage resulting from installation, modification, alteration, repair or service of the Stove by any party other than Hearthstone or an authorized Hearthstone dealer (a "Dealer").
- 4. Damage due to water or due to installation of the Stove in a damp or high condensation area.
- 5. Damage due to installation of the Stove in an atmosphere contaminated by damaging chemicals, including but not limited to chlorine, fluorine or salts.
- 6. Scratches on glass, enameled surfaces or stones due to mechanical abrasion.
- 7. Standard wear and tear of the Stove resulting from normal usage over time.
- 8. Damage, operational-related problems, or inadequate performance caused by site, installation or environmental conditions beyond Hearthstone's control, including but not limited to nearby trees, rooftops, buildings, wind, hills, mountains, inadequate or excessive venting, insufficient make up air, or negative air pressure whether or not caused by mechanical systems such as furnaces, exhaust fans, clothes dryers, etc.
- 9. A defect in any part of the Stove if the Original Purchaser fails to comply with Hearthstone's or a Dealer's request to ship the part or the Stove to Hearthstone or a Dealer, as the case may be.

THE WARRANTIES CONTAINED IN THIS DOCUMENT ARE EXCLUSIVE AND ARE GIVEN BY HEARTHSTONE AND ACCEPTED BY THE ORIGINAL PURCHASER IN LIEU OF ALL OTHER EXPRESS WARRANTIES AND ANY OBLIGATIONS, LIABILITIES, RIGHTS, CLAIMS, OR REMEDIES IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM HEARTHSTONE'S NEGLIGENCE, ACTUAL OR IMPUTED. ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE GIVEN **ONLY** TO THE EXTENT REQUIRED BY FEDERAL OR STATE LAW. EXCEPT AS OTHERWISE REQUIRED BY STATE LAW, UPON THE EXPIRATION OF THE EXPRESS LIMITED WARRANTIES CONTAINED HEREIN, **NO** IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY TO THE SUBJECT STOVE. **SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.** 

THE WARRANTIES CONTAINED IN THIS DOCUMENT EXTEND **ONLY** TO THE ORIGINAL PURCHASER OF THE STOVE WARRANTED HEREUNDER. THEY DO NOT EXTEND TO ANY SUBSEQUENT OWNERS.

UNDER NO CIRCUMSTANCES SHALL HEARTHSTONE BE LIABLE TO THE ORIGINAL PURCHASER OR ANY OTHER PERSON FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGE TO PROPERTY OR PERSONAL INJURIES, WHETHER ARISING OUT OF BREACH OF WARRANTY, TORT, OR OTHERWISE, EVEN IF HEARTHSTONE HAS BEEN APPRAISED OF THE POSSIBILITY OF SUCH DAMAGES. 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.

# **REMEDY**

The remedy for any breach of the foregoing warranties will consist of repair or replacement, at Hearthstone's option, of any covered defect in the Gas Stove. When the Original Purchaser contacts an <u>authorized</u> <u>Hearthstone Dealer</u>, the authorized Dealer or Hearthstone, as the case may be, will instruct the Original Purchaser to <u>either</u> return the defective part, or the entire Gas Stove (if needed), with shipping prepaid, to an authorized Dealer or Hearthstone <u>or</u> allow an authorized Dealer to make a service call at the place where the Gas Stove is located. In the event the Original Purchaser refuses to allow an authorized Dealer to make a service call, an authorized Dealer or Hearthstone, as the case may be, will request that the Original Owner return the defective part, or the entire Gas Stove (if needed), with shipping prepaid, to an authorized Dealer or Hearthstone. <u>Notwithstanding any other provision of this document, the Original Purchaser shall pay for any travel fees and service charges related to an authorized Dealer's service call.</u>

**Parts:** Hearthstone will replace through an authorized dealer, defective parts covered by the foregoing warranties at no charge.

**Labor:** Within the first (1<sup>st</sup>) year after the Purchase Date, Hearthstone will pay for warranty labor performed by an authorized Dealer at Hearthstone's published labor rates in effect at the time the labor is performed. Thereafter, the Original Purchaser is responsible for the cost of labor.

**Shipping cost for parts:** Within the first ninety (90) days after the Purchase Date, Hearthstone will pay for the shipping of Woodstove parts covered by any of the foregoing warranties to and from Hearthstone or an authorized Dealer, as the case may be. Thereafter, the Original Purchaser is responsible for all shipping costs related to shipping Gas Stove parts to and from Hearthstone or an authorized Dealer, as the case may be. Shipping cost for the Gas Stove: Within the first (1<sup>st</sup>) year after the Purchase Date, if the Original Purchaser is instructed to return the Gas Stove to Hearthstone or an authorized Dealer for repair, Hearthstone will pay fifty percent (50%) and the Original Purchaser will pay fifty percent (50%) of the shipping costs related to shipping the Gas Stove to and from Hearthstone or an authorized Dealer, as the case may be. Thereafter, the Original Purchaser is responsible for one hundred percent (100%) of all of the shipping costs related to shipping the Gas Stove to and from Hearthstone or an authorized Dealer, as the case may be. Thereafter, the Original Purchaser is responsible for one hundred percent (100%) of all of the shipping costs related to shipping the Gas Stove to and from Hearthstone or an authorized Dealer, as the case may be. Notwithstanding any other provision of this document, in no event will Hearthstone pay for any Dealer fees or other fees for pick up or delivery of the Gas Stove returned for repair; the Original Purchaser shall be responsible for any such fees.

# WARRANTY REGISTRATION

The Original Purchaser can complete their warranty registration on our website at <u>www.hearthstonestoves.com</u>, or send a completed and signed Warranty Registration Form, which is enclosed in the Gas Stove warranty packet, to the following address:

Hearthstone Quality Home Heating Products, Inc. Warranty Department 317 Stafford Avenue Morrisville, VT 05661

#### NOTE: SENDING IN THE SIGNED WARRANTY REGISTRATION FORM IS NOT REQUIRED AS A CONDITION OF WARRANTY COVERAGE OR HEARTHSTONE'S PERFORMANCE.