

Hearthstone Woodstove Limited Warranties

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

Hearthstone Quality Home Heating Products, Inc. (Hearthstone) warrants <u>to the original purchaser only</u> (the "Original Purchaser") the new woodstove manufactured by Hearthstone and purchased by the Original Purchaser (the "Woodstove") 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 Woodstove (the "Purchase Date").

LIMITED LIFETIME WARRANTY

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

- ♣ All cast iron parts 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 Woodstove.
- Primary and secondary air supply systems, including riser tubes, air wash system, secondary air manifold and stainless steel secondary air supply tubes against breakage, cracking or burn-through.
- Glass against breakage due to thermal shock.

LIMITED FIVE-YEAR WARRANTY

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

- Refractory brick against breakage and deterioration not resulting from physical damage or over-loading of the Woodstove.
- Firebox baffle (the baffle above the secondary air tubes) against breakage, cracking or burn-through.
- Door handles and latch mechanisms against breakage.

This warranty expires on the fifth (5th) anniversary of the Purchase Date.

LIMITED ONE-YEAR WARRANTY

Revision: 2 - 2/17/2009

Hearthstone warrants the following parts of the Woodstove 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.
- Stove cement and all gaskets 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 Woodstove *not* manufactured or supplied by Hearthstone against breakage or malfunction.

This warranty expires on the first (1st) anniversary of the Purchase Date.

EXCLUSIONS

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

- Damage resulting from installation or operation of the Woodstove in a manner contrary to the owner's manual.
- 2. Damage to the Woodstove or cracking of stones due to improper break-in firing procedures.
- 3. Damage or non-performance resulting from faulty or incomplete setup, installation and start-up or mishandling, abuse, or misuse of the Woodstove, including but not limited to over-firing.
- 4. Damage resulting from installation, modification, alteration, repair or service of the Woodstove by any party other than Hearthstone or an authorized Hearthstone dealer (a "Dealer").
- 5. Damage resulting from the use as fuel of driftwood, treated wood, wax, artificial or manufactured logs, coal or other material other than natural wood.
- 6. Damage due to water or due to installation of the Woodstove in a damp or high condensation area.
- 7. Damage due to installation of the Woodstove in an atmosphere contaminated by damaging chemicals, including but not limited to chlorine. fluorine or salts.
- 8. Scratches on glass, enameled surfaces or stones due to mechanical abrasion.
- 9. Standard wear and tear of the Woodstove resulting from normal usage over time.
- Damage resulting from operational-related problems such as over-firing, downdrafts, smoke spillage, or use of corrosive driftwood.
- 11. Damage 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.
- 12. A defect in any part of the Woodstove if the Original Purchaser fails to comply with Hearthstone's or a Dealer's request to ship the part or the Woodstove 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 WOODSTOVE. **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 WOODSTOVE 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.

QUALIFYING FOR WARRANTY COVERAGE

To obtain performance of any obligation under this document, the Original Purchaser must, <u>within the applicable warranty time period</u>, contact their Hearthstone dealer, for instructions regarding the return of defective parts for repair, the return of the Woodstove for repair, or a Dealer service call. The Original Purchaser should refer to the Dealer Network search engine contained on Hearthstone's Web site (<u>www.hearthstonestoves.com</u>) if the original dealer is not available, to find a Hearthstone dealer nearest the Original Purchaser's location.

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 Woodstove. When the Original Purchaser contacts a Hearthstone Dealer, the Dealer or Hearthstone, as the case may be, will instruct the Original Purchaser to either return the defective part, or the entire Woodstove (if needed), with shipping prepaid, to a Dealer or Hearthstone or allow a Dealer to make a service call at the place where the Woodstove is located. In the event the Original Purchaser refuses to allow a Dealer to make a service call, a Dealer or Hearthstone, as the case may be, will request that the Original Owner return the defective part, or the entire Woodstove (if needed), with shipping prepaid, to a Dealer or Hearthstone.

Notwithstanding any other provision of this document, the Original Purchaser shall pay for any travel fees and service charges related to a Dealer's service call.

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

Labor: Within the first (1st) 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 Woodstove parts to and from Hearthstone or an authorized Dealer, as the case may be. **Shipping cost for the Woodstove:** Within the first (1st) year after the Purchase Date, if the Original Purchaser is instructed to return the Woodstove 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 <u>shipping</u> costs related to shipping the Woodstove 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 Woodstove 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 Woodstove 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 www.hearthstonestoves.com, or send a completed and signed Warranty Registration Form, which is enclosed in the Woodstove 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.