

Superior's Factory-Built Fireplace Limited Warranty 25 Years

THE WARRANTY

Superior Fireplace Company warrants the components of this factory-built fireplace system manufactured by Superior Fireplace Company (Superior Fireplace System) to be free from defects in materials and workmanship at the time of manufacture.

REMEDY AND EXCLUSIONS

The coverage of this Warranty is limited to all components of the fireplace system manufactured by Superior Fireplace Company, with the exception of Superior tempered glass doors. Ceramic glass doors manufactured by Superior Fireplace Company are not warranted. Superior Fireplace Company warrants the components of this factory-built system manufactured by Superior Fireplace Company (Superior Fireplace System) to be free from defects in materials and workmanship at the time of manufacture.

(1) During the first five years of this Warranty, Superior Fireplace Company will, at its option and except for the components listed in subparagraphs (a) through (c), below, provide replacement or repair components of the Superior factory-built fireplace system manufactured by Superior Fireplace Company (Superior Fireplace System), at no charge, and will also pay for reasonable labor costs incurred in replacing or repairing such components. If repair of replacement is not commercially practicable, Superior will, at its option, refund the purchase price of the Superior Fireplace and Superior Chimney Components and Accessories. With respect to the components listed below, the remedies of this paragraph (1) are available only for the period of time indicated. Thereafter, however, until the expiration of 25 years from date of installation, Superior Fireplace Company will, subject to the conditions of paragraph (3) below, provide replacements or repairs for those components at 50% off the then prevailing factory list prices for those components.

- Fireplace cast iron or steel fuel grates are considered consumable accessories and therefore are not warranted, with the exception of defects in material or workmanship.
- Fireplace screens, refractories, and side shields (metal or refractory) - two years from date of installation.
- Fireplace electrical components, such as fan motors and blowers - one year from date of installation.

d. Certain model fireplaces are supplied with standard glass doors which are warranted 90 days from the date of installation for defects in material and workmanship. Replacement glass for fireplaces utilizing tempered glass will be supplied at no-charge during the terms of the 90 day limited warranty with the following exceptions:

Ceramic glass, which may be supplied with selective fireplace models, is not warranted.

Accidental glass breakage or damage to the glass door frame finishes incurred in transit, handling or operation either before, during or after installation.

Superior Fireplace Company will assume no responsibility for glass replacement labor costs.

(2) During the sixth through tenth year of the Warranty, Superior Fireplace Company will, at its option, provide replacement or repair components at no-charge, except as is provided for the components listed in subparagraph (a) through (c) above. This coverage provides for parts only and does not include any labor.

(3) During the eleventh through the twenty-fifth year of the Warranty, Superior Fireplace Company will, at its option, provide replacement or repair components at 50% off the then prevailing factory list prices for those components. This coverage only provides for the purchase of replacement or repair components at discount and does not include any labor.

This Warranty covers only parts, and in some instances labor (as provided in subparagraph (1) above). In no case shall Superior Fireplace Company be responsible for materials, parts or construction which were not manufactured or supplied by Superior Fireplace Company or for the labor necessary to install, repair, or remove such materials, parts or construction. All replacement or repair components will be shipped F.O.B. the nearest Superior Fireplace Company factory.

QUALIFICATIONS TO THE WARRANTY

The complete fireplace Warranty outlined above is further subject to the following qualifications:

(1) The factory-built fireplace system manufactured by Superior Fireplace Company (Superior Fireplace System) must be installed in accordance with Superior Fireplace Company installation instructions and local building codes. The Warranty on this Superior factory-built fireplace system manufactured by Superior Fireplace Company (Superior Fireplace System) covers only the component parts manufactured by Superior Fireplace Company. The use of components manufactured by others with this Superior Fireplace System could create serious safety hazards, may result in the denial of certification by recognized national safety listing agencies, and could be in violation of local building codes. This Warranty does not cover any damages occurring from the use of any components not manufactured or supplied by Superior Fireplace Company. Any modifications to the system or the retro-fitting of any appliance to the system which alters the function or performance of the fireplace system will void this Warranty.

(2) The factory-built fireplace system manufactured by Superior Fireplace Company (Superior Fireplace System) is subjected to normal use including burning such natural fireplace fuels as wood and natural or LP gas. Fuel products with abnormal burning characteristics, including but not limited to fuel such as driftwood, coal or plywood and wood products using a binder, may burn at excessive temperatures and may cause damage to the fireplace or may cause it to function improperly. Superior Fireplace Company does not warrant this factory-built system when such fuels have been used.

(3) Coverage of this Warranty is conditional upon use of an adequate fireplace grate. Superior Fireplace Company is not responsible for damage or injury resulting from failure to use an adequate grate.

(4) Superior Fireplace Company is not responsible for inadequate fireplace system draft caused by air conditioning, heating, mechanical systems, or general construction conditions which may generate negative air pressure in the room in which the fireplace is installed. Additionally Superior Fireplace Company assumes no responsibility for smoking conditions caused by inadequate chimney heights from adjoining trees or building, adverse wind conditions or unusual environmental factors and conditions.

LIMITATION ON LIABILITY

It is expressly agreed and understood that Superior Fireplace Company's sole obligation and purchaser's exclusive remedy under this Warranty, under any other warranty, expressed or implied, otherwise, shall be limited to replacement, repair, or refund, as specified above.

In no event shall Superior Fireplace Company be responsible for any incidental or consequential damages caused by defects in its products, whether such damage occurs or is discovered before or after replacement or repair, and whether or not such damage is caused by Superior Fireplace Company's negligence. 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. The duration of any implied warranty with respect to this Superior fireplace is limited to the duration of the foregoing warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above may not apply to you.

INVESTIGATION OF CLAIMS AGAINST WARRANTY

Superior Fireplace Company reserves the right to investigate any and all claims against this Warranty and to decide upon method of settlement.

SUPERIOR FIREPLACE COMPANY NOT RESPONSIBLE FOR WORK DONE WITHOUT WRITTEN CONSENT

Superior Fireplace Company shall in no event be responsible for any warranty work done without first obtaining Superior's written consent.

DEALERS HAVE NO AUTHORITY TO ALTER THIS WARRANTY

Superior Fireplace Company's employees and dealers have no authority to make any warranties nor to authorize any remedies in addition to or inconsistent with those stated above.

HOW TO REGISTER A CLAIM AGAINST WARRANTY

In order for any claim under this Warranty to be valid, Superior Fireplace Company must be notified of the claimed defect in writing or by telephone to Superior Fireplace Company, attention Customer Service Department, 4325 Artesia Avenue, Fullerton, California 92633, Telephone: 714-521-7302, as soon as reasonably possible after the defect is discovered. Claims against this Warranty in writing should include the date of installation, and a description of the defect.

OTHER RIGHTS

This Warranty gives you specific legal rights, and you may have other rights which vary from state to state.

Superior reserves the right to make changes at any time, without notice, in design, materials, specifications, prices and also to discontinue colors, styles and products. Consult your local distributor for fireplace code information.

Distributed by:

SUPERIOR.
The Fireplace Company