

# WARRANTY STATEMENTS

## 15&1 COMMERCIAL/INDUSTRIAL WARRANTY

### Standard 1-Year Warranty

Selkirk Corporation warrants the chimney and engine exhaust system and components against functional failure due to defects in material and workmanship for a period of one year from date of delivery to the construction site. Functional failure is defined as any failure of the system or component to perform its intended function of exhausting, without adverse leakage, combustion by-products from engine operation or heating equipment. During this period, any system or component supplied by Selkirk failing to perform its intended function will be repaired or replaced at the manufacturer's option, following determination by a factory-authorized inspector that a functional failure has occurred. This warranty is limited to repair or replacement of the product plus shipping cost to the failure location. This warranty does not cover any labor costs for removal or replacement of the defective product, nor does this warranty cover any system components not furnished by Selkirk and installed as part of the system.

This limited warranty is extended to the purchaser subject to the satisfaction of the following conditions:

- 1) Generally accepted engineering practices have been followed to determine that sizing and material specifications are suitable for the application and environment involved.
- 2) The undamaged components have been correctly installed in accordance with the installation instructions published by Selkirk at the time of shipment.
- 3) Damage is not a result of burning garbage, waste oil, #6 oil or any other prohibitive material in the appliance served by the venting system.

### Extended 15-Year Warranty

This limited warranty is extended to the purchaser for fifteen years, subject to the satisfaction of the following conditions:

- 1) System sizing and design has been performed by Selkirk personnel, and design parameters provided to Selkirk by the responsible engineer were and are accurately representative of the operating conditions.
- 2) The undamaged components have been correctly installed in accordance with system design and sizing as performed by Selkirk and installation instructions published by Selkirk at the time of shipment.
- 3) Proper precautions have been taken to insure that boiler or engine combustion air is free of solvent or refrigerant vapors or any halogenated compound which may cause acid condensates to form within the chimney.
- 4) Damage is not a result of burning garbage, waste oil, #6 oil or any other prohibitive material in the appliance served by the venting system.
- 5) Selkirk has supplied the entire chimney or exhaust system from boiler/engine outlet to the termination of the stack.
- 6) Prior to start-up and thereafter, exposed aluminized steel surfaces are protected with a minimum of one base coat of primer and one finish coat of heat-resistant and corrosive-resistant paint at all times. Stainless steel surfaces need not be primed or painted.

The Selkirk 15&1 Warranty applies to the following products: DF, DFS, G, ICA, IPS, PS, QC used in Commercial/Industrial/Institutional applications

### LIMITED LIFETIME WARRANTY FOR GREASE DUCT APPLICATIONS

Selkirk Corporation ("Selkirk Corp.", "Selkirk", "we", "us", "our") warrants to the original owner that Model: G, PS, IPS, Z3 and Zero Clear products installed in a grease duct application, are to be free from defects in material and workmanship for the life of the product when properly connected to and included as a part of a code compliant commercial kitchen ventilation system for cooking appliances and installed in accordance with our installation instructions and specifications.

- For products installed after January 1, 2008, for a period of Ten (10) years from original installation, we will provide replacement product to the original owner for the product proven defective with a similar or like quantity of available Selkirk Corp. product, free of charge.
- From the Eleventh (11) through Fifteenth (15) years we will provide replacement product to the original owner at a cost of 75% off of the Manufacturers Suggested List Price in effect on the date the claim is received.
- At expiration of the Fifteen (15) year term, we will provide replacement product to the original owner at a cost of 50% off of the Manufacturers Suggested List Price in effect on the date the claim is received.

WARNING: FAILURE TO INSTALL SELKIRK PRODUCTS ACCORDING TO THE MANUFACTURER'S INSTRUCTIONS WILL VOID ALL APPLICABLE WARRANTIES AND MAY RESULT IN FIRE, LOSS OF PROPERTY OR LIFE AND MAY VOID INSURANCE COVERAGE. SEE OUR SELKIRK CORP. GREASE DUCT INSTALLATION INSTRUCTIONS FOR COMPLETE INSTRUCTIONS. Call 1.800.848.2149 or visit our website at [www.selkirkcorp.com](http://www.selkirkcorp.com) for a free copy. WE DO NOT GUARANTEE OR IN ANY WAY WARRANT THE INSTALLATION OF SELKIRK PRODUCTS DUE TO THE WIDE VARIANCE IN INSTALLATION PRACTICES AND OTHER CONDITIONS BEYOND OUR CONTROL. THIS LIMITED WARRANTY DOES NOT COVER:

- (a) costs (labor or otherwise) associated with either removing a previously installed product, installing a replacement product, transportation or return of a product, or transportation of replacement product;
- (b) damage to the finish of products caused by the use of improper solvents/chemicals or improper cleaning methods;
- (c) damage resulting from failure to reasonably clean, care for or maintain products in accordance with our installation instructions/recommendations;
- (d) damage (to products, appliances or structure) based on or resulting from improper installation or repair, misuse or abuse (including, but not limited to, excessive or improper operating condition), or alteration or adjustments other than in conformity with our installation instructions and specifications, whether performed by a contractor, service company, technician, or yourself;
- (e) any products that have been moved from their original installation site;
- (f) damage to your grease duct that results from accidents such as fire, flood, high winds, "acts of God", or any other contingency beyond our control.
- (g) replacement of system sealants as a result of improper installation or a system grease fire.

#### Disclaimer:

Selkirk assumes no liability for incidental or consequential damages of any kind or for any damages resulting in whole or in part from misuse, improper installation, or inadequate maintenance of the system or any component part thereof. This warranty is in lieu of all other express warranties or guarantees of any kind. All implied warranties, including merchantability and fitness, are limited to the duration of the express warranty contained herein. Selkirk neither assumes nor does it authorize any other person to assume on its behalf any other liability in connection with the sale of its products.

#### CLAIM PROCEDURE:

If you believe that a product fails to meet the above limited warranty, notify us in writing at: SELKIRK CORPORATION, Attn: WARRANTY CLAIMS DEPARTMENT  
5030 Corporate Exchange Blvd SE., Grand Rapids, MI 49512. Phone 1.800.848.2149

Notification should include a description of the product, model and part number and how the product fails to meet the above warranty. Upon receipt of a written claim under this limited warranty and evidence of the date of purchase or installation, at our option and in our sole discretion, we will either repair or replace the product with similar or like quantity of available Selkirk Corp. product per this warranty. Selkirk Corp. reserves the right to inspect or investigate any warranty claims prior to determining whether to repair or replace a product. If, as determined by Selkirk Corp, repair or replacement of the product is not commercially practicable or cannot be completed in a timely manner, we may refund the prorated purchase price paid for the product upon verification by providing a copy of your invoice, receipt of bill of sale. 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 EXPENSES(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.