

## WARRANTY STATEMENT

### 5-Year Limited Warranty

#### Special Gas Vent Applications

#### Category II and IV Gas Fired Appliances

SELKIRK product components and venting systems are warranted to the original owner by Selkirk Corporation (“Manufacturer”) to be free from defects in material and workmanship for a period of five (5) years from the date of shipment when properly installed and maintained in accordance with the Manufacturer’s installation and maintenance instructions and appropriate building codes, under standard operating conditions for which the product is designed.

Manufacturer will, at its sole option, repair or replace parts and components found to be defective. Any defect arising from the improper installation, operation or maintenance of the product and system, and/or the connected appliance(s), is not covered. The remedies set forth herein are Manufacturer’s sole liability and customer’s sole remedy for a breach of warranty hereunder.

**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;
- (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 Manufacturer’s 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 Manufacturer’s 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 venting system components that results from accidents such as fire, flood, high winds, “acts of God”, or any other contingency beyond the Manufacturer’s control; or
- (g) Replacement of system sealants as a result of improper installation.

**DISCLAIMER (FOR CONSUMER CUSTOMERS ONLY):**

Manufacturer assumes no liability for any damages resulting in whole or in part from misuse, improper installation, or inadequate maintenance of the system or any component part thereof. Manufacturer 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. **ALL IMPLIED WARRANTIES INCLUDING MERCHANTABILITY AND FITNESS, ARE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY CONTAINED HEREIN. MANUFACTURER WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM THE BREACH OF THIS WARRANTY OR ANY OTHER WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. SOME STATES OR PROVINCES MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE RIGHTS WHICH VARY FROM STATE TO STATE OR PROVINCE TO PROVINCE.**

**DISCLAIMER (FOR COMMERCIAL CUSTOMERS ONLY):**

Manufacturer assumes no liability for any damages resulting in whole or in part from misuse, improper installation, or inadequate maintenance of the system or any component part thereof. Manufacturer 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. **EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, MANUFACTURER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EACH HEREBY DISCLAIMED TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, THE PRODUCTS ARE PROVIDED “AS IS” WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. MANUFACTURER DOES NOT WARRANT THAT THE PRODUCTS WILL BE UNINTERRUPTED OR DEFECT-FREE OR THAT ALL DEFECTS WILL BE CORRECTED. THE CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES PROVIDED HEREIN. MANUFACTURER WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM THE BREACH OF THIS WARRANTY OR ANY OTHER WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.**

**CLAIM PROCEDURE:**

To process a warranty claim, notify Manufacturer in writing at: SELKIRK Customer Service, 5030 Corporate Exchange Blvd SE, Grand Rapids, MI 49512. Phone 1.800.848.2149. Notification must include a description of the product, model and part number and nature of the defect. Upon receipt of a written claim under this limited warranty and evidence of the date of purchase or installation, at Manufacturer’s option and in Manufacturer’s sole discretion, Manufacturer will either repair or replace the product with similar or like quantity of available Selkirk product per this warranty. Manufacturer reserves the right to inspect or investigate any warranty claims prior to determining whether to repair or replace a product. If, as determined by the Manufacturer, repair or replacement of the product is not commercially practicable or cannot be completed in a timely manner, Manufacturer may refund the prorated purchase price paid for the product upon verification by providing a copy of your invoice, receipt of bill of sale, based on the remaining warranty period.