

Lennox Hearth Products Merit & Merit Plus Series Gas Fireplace and Insert 20 Year Limited Warranty

THE WARRANTY

Lennox Hearth Products ("LHP") 20 Year Limited Warranty warrants your Merit or Merit Plus Series gas fireplace or insert ("Product") to be free from defects in materials and workmanship at the time of manufacture. The Product body and firebox carry the 20 Year Limited Warranty. Ceramic glass carries the 20 Year Limited Warranty against thermal breakage only. After installation, if covered components manufactured by LHP are found to be defective in materials or workmanship during the 20 Year Limited Warranty period and while the Product remains at the site of the original installation, LHP will, at its option, repair or replace the covered components. If repair or replacement is not commercially practical, LHP will, at its option, refund the purchase price or wholesale price of the LHP product, whichever is applicable. LHP will also pay LHP prevailing labor rates, as determined in its sole discretion, incurred in repairing or replacing such components for up to five years. THERE ARE EXCLUSIONS AND LIMITATIONS to this 20 Year Limited Warranty as described herein.

COVERAGE COMMENCEMENT DATE

Warranty coverage begins on the date of installation. In the case of new home construction, warranty coverage begins on the date of first occupancy of the dwelling or six months after the sale of the Product by an independent LHP dealer/distributor, whichever occurs earlier. The warranty shall commence no later than 24 months following the date of product shipment from LHP, regardless of the installation or occupancy date.

EXCLUSIONS AND LIMITATIONS

This 20 Year Limited Warranty applies only if the Product is installed in the United States or Canada and only if operated and maintained in accordance with the printed instructions accompanying the Product and in compliance with all applicable installation and building codes and good trade practices.

This warranty is non-transferable and extends to the original owner only. The Product must be purchased through a listed supplier of LHP and proof of purchase must be provided. The Product body and firebox carry the 20 Year Limited Warranty from the date of installation. Vent components, trim components and paint are excluded from this 20 Year Limited Warranty. The following do not carry the 20 Year Limited Warranty but are warranted as follows:

- Burner** – Repair or replacement for one year from the date of installation
- Gas components** – Repair or replacement for one year from the date of installation
- Gaskets** – Repair or replacement for one year from the date of installation
- Gold & nickel plating** – Replacement for two years from date of installation. Excludes tarnishing
- Logs** – Replacement for one year from the date of installation against thermal breakage only
- Optional blowers & remote controls** – Repair or replacement for one year from the date of installation
- Optional glass doors** – Repair or replacement for 90 days from the date of installation
- Tempered glass** – Replacement for one year from the date of installation
- Labor coverage** – Prevailing LHP labor rates apply for the warranty period of the component

Parts not otherwise listed carry a 90 day warranty from the date of installation.

Whenever practicable, LHP will provide replacement parts, if available, for a period of 10 years from the last date of manufacture of the Product.

LHP will not be responsible for: (a) damages caused by normal wear and tear, accident, riot, fire, flood or acts of God; (b) damages caused by abuse, negligence, misuse, or unauthorized alteration or repair of the Product affecting its stability or performance (The Product must be subjected to normal use. The Product is designed to burn either natural or propane gas only. Burning conventional fuels such as wood, coal or any other solid fuel will cause damage to the Product, will produce excessive temperatures and could result in a fire hazard.); (c) damages caused by failing to provide proper maintenance and service in accordance with the instructions provided with the Product; (d) damages, repairs or inefficiency resulting from faulty installation or application of the Product.

LHP is not responsible for inadequate fireplace system draft caused by air conditioning and heating systems, mechanical ventilation systems, or general construction conditions which may generate negative pressure in the room in which the appliance is installed. Additionally LHP assumes no responsibility for drafting conditions caused by venting configurations, adjoining trees or buildings, adverse wind conditions or unusual environmental factors and conditions that affect the operation of the unit.

This 20 Year Limited Warranty covers only parts and labor as provided herein. In no case shall LHP be responsible for materials, components or construction, which are not manufactured or supplied by LHP or for the labor necessary to install, repair or remove such materials, components or construction. Additional utility bills incurred due to any malfunction or defect in equipment are not covered by this warranty. All replacement or repair components will be shipped F.O.B. from the nearest stocking LHP factory.

LIMITATION ON LIABILITY

It is expressly agreed and understood that LHP's sole obligation and the purchaser's exclusive remedy under this warranty, under any other warranty, expressed or implied, or in contract, tort or otherwise, shall be limited to replacement, repair, or refund, as specified herein.

In no event shall LHP be liable for any incidental or consequential damages caused by defects in the Product, whether such damage occurs or is discovered before or after repair or replacement, and whether such damage is caused by LHP's negligence. LHP has not made any representation or warranty of fitness for a particular use or purpose, and there is no implied condition of fitness for a particular use or purpose.

LHP makes no expressed warranties except as stated in this 20 Year Limited Warranty. The duration of any implied warranty is limited to the duration of this expressed warranty.

No one is authorized to change this 20 Year Limited Warranty or to create for LHP any other obligation or liability in connection with the Product. Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. The provisions of this 20 Year Limited Warranty are in addition to and not a modification of or subtraction from any statutory warranties and other rights and remedies provided by law.

INVESTIGATION OF CLAIMS AGAINST WARRANTY

LHP reserves the right to investigate any and all claims against this 20 Year Limited Warranty and to decide, in its sole discretion, upon the method of settlement.

To receive the benefits and advantages described in this 20 Year Limited Warranty, the appliance must be installed and repaired by a licensed contractor approved by LHP. Contact LHP at the address provided herein to obtain a listing of approved dealers/distributors. **LHP shall in no event be responsible for any warranty work done by a contractor that is not approved without first obtaining LHP's prior written consent.**

HOW TO REGISTER A CLAIM AGAINST WARRANTY

In order for any claim under this warranty to be valid, you must contact the LHP dealer/distributor from which you purchased the product. If you cannot locate the dealer/distributor, then you must notify LHP in writing. LHP must be notified of the claimed defect in writing within 90 days of the date of failure. Notices should be directed to the LHP Warranty Department at 1508 Elm Hill Pike, Suite 108, Nashville, TN 37210 or visit our website at WWW.LENNOXHEARTHPRODUCTS.COM.