



LIMITED WARRANTY

The Smith's Environmental Products Limited Warranty

Smith's Environmental Products warrants the original purchaser that products manufactured and/or supplied by them will be free from defects in materials and workmanship under normal conditions of use, when properly installed and maintained in accordance with Smith's instructions for a period of 60 months from date of shipment, or 54 months from date of installation, whichever occurs first. During this warranty period, Smith's will, at its option, repair or replace any product, or part thereof, which shall be returned to the Smith's factory and determined by Smith's to be defective. There are no warranties, expressed or implied, that extend beyond this warranty description. In no event will Smith's be liable for labor or consequential damages.

EXCEPTIONS AND EXCLUSIONS

1. THIS WARRANTY IS SUBJECT TO THE CONDITION THAT THE SMITH'S PRODUCT MUST HAVE BEEN INSTALLED BY A HEATING CONTRACTOR WHOSE PRINCIPAL OCCUPATION IS THE SALE, INSTALLATION OR SERVICING OF PLUMBING, HEATING AND/OR AIR CONDITIONING EQUIPMENT.
2. This warranty does not cover expenses for removal or reinstallation. The homeowner will be responsible for the cost of removing and reinstalling the defective part or its replacement and all labor and material connected therewith. Replacement material will be invoiced to the distributor in the usual manner and will be subject to adjustment upon proof of defect. This warranty, in no way, can be considered as a guarantee of workmanship of an installer connected with the installation of the Smith's product or as imposing on Smith's liability of any nature for satisfactory performance as a result of faulty workmanship in the installation, which liability is expressly disclaimed.
3. This warranty will not be applicable if the Smith's product has been damaged as a result of being improperly serviced or operated.
4. In order for this warranty to be effective:
 - a. Smith's product must not have been damaged in handling during shipment or installation.
 - b. Smith's product must not have been removed from original installation site.
 - c. The model number and serial plates must not have been defaced or removed.
 - d. The controls/limit settings must be set in accordance with Smith's installation instructions, except those preset at factory.
 - e. Smith's product must be installed in accordance with local, state and national safety codes.
5. THE REMEDY FOR BREACH OF THIS WARRANTY IS EXPRESSLY LIMITED TO THE REPAIR OR REPLACEMENT OF ANY PART FOUND TO BE DEFECTIVE UNDER CONDITIONS OF NORMAL USE AND THE REMEDY FOR BREACH OF THIS WARRANTY OR FOR NEGLIGENCE DOES NOT EXTEND TO LIABILITY FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSSES SUCH AS LOSS OF THE USE OF THE MATERIALS, INCONVENIENCE OR LOSS OF TIME. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION IF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
6. THIS WARRANTY IS IN LIEU OF ALL OTHERS, AND ANY AND ALL EXPRESS OR IMPLIED WARRANTIES (INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE EXPRESSLY LIMITED IN DURATION TO THE PERIOD OF THE WARRANTY AS PREVIOUSLY STATED HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

For prompt warranty service, notify the installer who, in turn, will notify the distributor from whom he purchased the Smith's product. If this action does not result in warranty service, contact Smith's with details in support of the warranty claim. Alleged defective part or parts must be returned through trade channels in accordance with the procedure currently in force for handling returned goods for the purpose of inspection to determine cause of failure. Smith's will furnish the new part(s) to an authorized distributor who, in turn will furnish the part(s) to the heating contractor who installed the Smith's product. If you have any questions about the coverage of this warranty, contact Smith's at the address below.

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Unique Heating Solutions

From



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