

# DuraStack 1 year Standard and 15 year Limited Warranty

This M&G DuraVent 1-year Standard and 15-year Limited Warranty warrants your DuraStack™ DIS and DAS stainless steel multi-fuel double-wall insulated chimney systems (Product) to be free from defects in material and workmanship at the time of manufacture. This 1-year Standard and 15-year Limited Warranty includes all components and fittings. After installation, if covered components manufactured by DuraVent are found to be defective in materials or workmanship during the 1-year Standard and 15-year Warranty period and while the Product remains at the site of the original installation, DuraVent will replace the covered components. DuraVent reserves the right to replace covered components with an equivalent product and the replacement must be carried out in accordance with DuraVent recommendations. If replacement is not commercially practical, DuraVent will, at its option, refund the purchase price or wholesale price of the DuraVent Product, whichever is applicable. Labor or freight costs to remove or replace DuraVent components are not included. THERE ARE EXCLUSIONS AND LIMITATIONS to the 1-year Standard and 15-year Limited Warranty as described herein. DuraVent Grease Duct applications are covered separately (see DuraStack – DIS Grease Duct Applications Warranty) and are not included under this warranty.

## Coverage Commencement Date

Warranty coverage begins on the date of shipment from DuraVent.

## Exclusions and Limitations

This 1-year Standard and 15-year Limited Warranty applies only if the Product is installed in the United States or Canada and only if used for the application for which it was designed and intended. The Product must be installed and maintained in accordance with the system design, installation and maintenance instructions for the Product and in compliance with all applicable installation and building codes and high-quality, industry-accepted trade practices. Any repaired or replaced product shall be warranted for the duration of time no longer than the remaining or unexpired term of the original warranty.

The 1-year Standard Warranty is extended to the purchaser subject to the following conditions:

- Generally accepted engineering practices have been followed to determine that sizing and material specifications are suitable for the application and environment involved;
- The components have been correctly installed in accordance with the system design and installation instructions for the Product as provided by DuraVent;
- Damage is not a result of burning garbage, waste oil, #6 oil or any other inappropriate or prohibited material in the appliance served by the venting system.

The Extended 15-year Limited Warranty is extended to the purchaser subject to the following additional conditions:

- The design parameters provided to DuraVent by the responsible engineer at the time of design were and are accurately representative of the operating conditions;
- The system sizing and design was performed or approved by DuraVent;
- The boiler or engine exhaust is and has operated free of solvent or refrigerant vapors or any halogenated compound which may cause acid condensates to form within the chimney system;

- The entire chimney or exhaust system was supplied by DuraVent;
- Exposed Galvalume and galvanized surfaces are protected with a minimum of one base coat of primer and one finish coat of heatresistant and corrosive-resistant paint at all times. Stainless steel surfaces do not require painting.

This warranty is non-transferable and extends to the original owner only. The Product must be purchased through an DuraVent Agent/ Representative and proof of purchase must be provided.

DuraVent will not be responsible for: (a) damages caused by normal wear and tear, corrosion from salt air, 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; (c) damages caused by failing to provide proper maintenance and service in accordance with the design, installation and maintenance instructions for the Product; (d) damages, repairs or inefficiency resulting from faulty installation or application of the Product.

This 1-year Standard and 15-year Limited Warranty covers only parts as provided herein. DuraVent's entire liability is limited to the purchase price of this Product. In no case shall DuraVent be responsible for materials, components or construction that are not manufactured or supplied by DuraVent or for the labor necessary to install, repair or remove such materials, components or construction. All replacement or repair components will be shipped F.O.B. from the DuraVent manufacturing facility.

## Limitation on Liability

It is expressly agreed and understood that the sole obligation of DuraVent 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 DuraVent be liable for any incidental or consequential damages caused by defects in the Product, whether such damage occurs or is discovered before or after replacement or repair, and whether such damage is caused by DuraVent negligence. DuraVent makes no expressed warranties except as stated in this 1-year Standard and 15-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 1-year Standard and 15-year Limited Warranty or to create for DuraVent 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 1-year Standard and 15-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

DuraVent reserves the right to investigate any and all claims against this 1-year Standard and 15-year Limited Warranty and to decide, in its sole discretion, upon the method of settlement. DuraVent shall in no event be responsible for any warranty work done by a contractor who is not approved without first obtaining DuraVent's prior written consent.

For the most up-to-date installation instructions, see [duravent.com](http://duravent.com)

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Manufactured in Laval, Quebec

# DuraVent

Member of M&G Group 800-835-4429 [www.duravent.com](http://www.duravent.com) 4/2012

