

Innovative Hearth Products Superior® Brand Gas Log Set Limited Three Year Warranty

THE WARRANTY

Innovative Hearth Products Limited Three Year Warranty ("IHP") warrants your Superior® brand Gas Log Set ("Product") to be free from defects in materials and workmanship at the time of manufacture. The logs and grate carry the Limited Three Year Warranty. After installation, if covered components manufactured by IHP are found to be defective in materials or workmanship during the Limited Three Year Warranty period and while the Product remains at the site of the original installation, IHP will, at its option, repair or replace the covered components. If repair or replacement is not commercially practical, IHP will, at its option, refund the purchase price or wholesale price of the IHP product, whichever is applicable. IHP will also pay IHP prevailing labor rates, as determined in its sole discretion, incurred in repairing or replacing such components. THERE ARE EXCLUSIONS AND LIMITATIONS to this Limited Three Year Warranty as described herein.

COVERAGE COMMENCEMENT DATE

Warranty coverage begins on the date of purchase. 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 IHP dealer, whichever occurs earlier. The warranty shall commence no later than 24 months following the date of product shipment from IHP, regardless of the installation or occupancy date.

EXCLUSIONS AND LIMITATIONS

This Limited Three Year 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 IHP and proof of purchase must be provided. The following do not carry the Limited Three Year Warranty but are warranted as follows:

Gas components – Repair or replacement for one year from the date of installation.

Remote control – Repair or replacement for one year from the date of installation.

Labor coverage – Prevailing IHP 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, IHP will provide replacement parts, if available, for a period of 10 years from the last date of manufacture of the product.

IHP 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.

This Limited Three Year Warranty covers only parts and labor as provided herein. In no case shall IHP be responsible for materials, components or construction which are not manufactured or supplied by IHP 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 IHP factory.

LIMITATION ON LIABILITY

It is expressly agreed and understood that IHP'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 IHP 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 IHP's negligence. IHP has not made and does not make 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.

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

No one is authorized to change this Limited Three Year Warranty or to create for IHP 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 Limited Three Year 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

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

To receive the benefits and advantages described in this Limited Three Year Warranty, the appliance must be installed and repaired by a licensed contractor approved by IHP.

Contact IHP at the address provided herein to obtain a listing of approved dealers/distributors. **IHP shall in no event be responsible for any warranty work done by a contractor that is not approved without first obtaining IHP'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 IHP dealer/distributor from which you purchased the product. If you cannot locate the dealer/distributor, then you must notify IHP in writing. IHP must be notified of the claimed defect in writing within 90 days of the date of failure. Notices should be directed to the IHP Warranty Department at 1769 East Lawrence Street; Russellville, AL 35654 or visit our website at WWW.SUPERIORFIREPLACES.US.COM.