

## LIMITED WARRANTY & 25 YEAR PROTECTION PLAN

For Majestic® "M" and "MD" SERIES FIREPLACES

This limited warranty will not become effective unless and until you have completed and mailed to The Majestic Company, Huntington, Indiana 46750, the enclosed owner's registration card within sixty (60) days after the date of installation of the fireplace described thereon.

Subject to the conditions set forth herein, including your completing the information set forth on the owner's registration card and your returning the owner's registration card within sixty (60) days after the date of installation of the Majestic "M" or "MD" fireplace therein described, The Majestic Company Division of American Standard Inc., extends the following limited warranty with respect to said fireplace (which term does not include any accessories, chimney components or duct work):

If examination should prove to the satisfaction of Majestic that any part or portion of said fireplace, except the "M" Series fire casing covered by separate provision herein, is defective in material or workmanship under normal use and service within the time periods hereinafter set forth, Majestic will take the following actions:

(1) Within a period of five (5) years from the date of installation of said fireplace, Majestic shall, at its option, replace or repair any such defect in material or workmanship at Majestic's expense, except the "MD" Series fire brick which shall be furnished for replacement but Majestic shall not be responsible for labor. MAJESTIC SHALL NOT, HOWEVER, BE RESPONSIBLE FOR ANY OTHER LABOR OR ANY OTHER COSTS OR EXPENSES INCLUDING INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

(2) Within the sixth (6th) through the tenth (10th) year following the date of installation of said fireplace, Majestic shall furnish a replacement part or parts at no charge, but MAJESTIC SHALL NOT BE RESPONSIBLE FOR ANY LABOR, OR ANY OTHER COSTS OR EXPENSES, INCLUDING INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

(3) After the expiration of the above Ten (10) Year Limited Warranty, and through the 25th year following the date of installation, Majestic will sell to you, FOB its factory, a replacement part or parts (if available) at its then current minimum list price, but MAJESTIC SHALL NOT BE RESPONSIBLE FOR ANY LABOR, TRANSPORTATION OR OTHER COST OR EXPENSES, INCLUDING INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

(4) With respect to the "M" Series fireplace only, within a period of five (5) years from the date of its installation, Majestic shall, at its option, furnish for replacement the metal fire casing if operation impairment occurs; HOWEVER, MAJESTIC SHALL NOT BE RESPONSIBLE FOR LABOR OR OTHER COSTS DUE TO INSTALLATION OR REMOVAL. The Majestic Company shall not be responsible for replacement of the fire casing as a result of discoloration or distortion which can be expected to occur during operation. Within the sixth (6th) through the twenty-fifth (25th) year following the date of installation of said "M" Series fireplace. Majestic

will sell to you, FOB its factory, a replacement part or parts (if available) at its then current minimum list price, but MAJESTIC SHALL NOT BE RESPONSIBLE FOR ANY LABOR, TRANSPORTATION OR OTHER COST OR EXPENSES, INCLUDING INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

In any event, The Majestic Company may discharge its entire warranty obligation by refunding to the consumer the wholesale price of the product.

Products of other manufacturers sold by Majestic, whether or not attached to or sold in conjunction with said fireplace are not covered by this limited warranty.

This limited warranty shall be void (a) if said fireplace is not installed and operated at all times in accordance with the installation and operating instructions furnished; (b) if said fireplace is installed outside the continental United States of America or the Dominion of Canada; or (c) if said fireplace is at any time or has been removed from the place in which it was originally installed.

EXCEPT TO THE EXTENT PROVIDED BY LAW, THERE ARE NO IMPLIED WARRANTIES APPLICABLE TO SAID FIREPLACE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL ANY IMPLIED WARRANTIES APPLICABLE TO SAID FIREPLACE BE EFFECTIVE AFTER EXPIRATION OF THE ABOVE LIMITED WARRANTY.

Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you. Similarly, some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusions of indirect, incidental or consequential damages may not apply to you.

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

In order to obtain performance of any of the above warranty obligations, you should write to Majestic at this address:

The Majestic Company Huntington, Indiana 46750

Attention: Director of Customer Service

Since local building code requirements vary greatly throughout the country, users of Majestic products should determine in advance whether there are any building code restrictions on the use of a specific product. Majestic makes no representation or warranty regarding, and shall not be responsible for, any building code compliance.

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