

## **Z-DENS Limited Warranty**

Z-Flex U.S., Inc. ("Z-Flex") provides a warranty for Z-DENS polypropylene products ("the Products") for a period of ten (10) years, expressly subject to the terms and conditions as set out in this Z-Flex warranty document ("the Warranty Document"). This Warranty Document is governed by the laws of the State of New Hampshire.

Z-Flex warrants that the Products are free of defects in material and workmanship for a period of ten (10) years after installation ("the Warranty Period"), provided that:

- The Products are installed, maintained and used in accordance with the Z-Flex installation instructions;
- The use of the Products is limited to those applications for which it was intended;
- The Products were purchased from an authorized Z-Flex dealer, retailer, or distributor;
- The Products were not modified or altered and not improperly serviced, inspected, or cleaned;
- Normal wear and tear, smoke damage, or damage caused by chimney fires is not covered by this warranty;
- Z-Flex expressly does not warrant that the Products are fit for purpose other than the purpose notified by Z-Flex in writing;
- The Products are inspected and maintained annually, beginning one (1) year after the date of installation and continuing throughout the Warranty Period;
- Proper installation, use, and maintenance is documented; and
- The system is installed by a professional installer.

If all obligations specified above are met, Z-Flex's obligation under this Warranty Document shall be limited to providing replacement parts for the defective and/or damaged (part of the) Product, provided that the claimant under the warranty:

- Notifies Z-Flex in writing within reasonable time after discovering the alleged defect or damage;
- Gives Z-Flex an opportunity to inspect the defective and/or damaged (part of the) Product prior to replacing it; and
- Submits a proof of purchase of the defective and/or damaged Product.

The warranty provided by Z-Flex shall not include the obligation to remove the defective (part of the) Product or the obligation to install the replacement (part of the) Product. Inspection, removal, labor, and installation costs are not covered by this warranty. The Warranty Period for the replacement (part of the Product) shall run for the remainder of the original Warranty Period for the defective and/or damaged Product.

The Product is intended solely for venting category II and IV appliances burning natural gas, propane, and oil. All other use of the Products is considered a misuse of the Product and voids the terms of this Warranty. Z-Flex accepts no responsibility for misuse of the Product.

The terms and conditions of this Warranty Document may not be modified, altered, varied or waived except with the express written approval of a corporate officer of Z-Flex.

The remedies described in this Warranty Document are the SOLE and EXCLUSIVE remedies Z-Flex shall provide. There are no warranties which extend beyond the description on the face of this Warranty Document. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE REMEDIES DESCRIBED IN THIS WARRANTY DOCUMENT ARE IN LIEU OF ANY AND ALL OTHER RIGHTS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

Z-Flex's liability for indirect and consequential damages including without limitation loss of profit, lost savings, and loss caused by interruption of operations, is expressly excluded. In no event shall Z-Flex's total liability exceed the purchase price of the Product, provided that Z-Flex's liability for indirect and consequential damages is expressly excluded.

Claims under this Warranty must be made within the warranty period in writing and directed to: In the USA; Warranty Claims, Z-Flex®(US) Inc., 20 Commerce Park North, Bedford, New Hampshire 03110, (603) 669-5136 or (800) 645-5600. In Canada; Warranty Claims, Z-Flex® Inc., 452 Attwell Drive, Etobicoke, Ontario, M9VV 5C3, (416) 679-0045. This Warranty gives you specific legal rights, and you may also have other rights that vary in different States and Provinces.

WARRANTY REGISTRATION CARD: Z-FLEX® For this warranty to be effective, this card must be completed upon purchase of the covered Z-DENS and returned to Z-Flex® within ninety (90) days of installation of the Z-DENS.

Original end-user's name: \_

Address of premises in which the Z-DENS is installed:\_\_\_\_\_

Z-DENS purchased from:\_\_\_\_\_

Date of Installation: \_\_\_\_

Appliance Manufacture & Model which Z-DENS is installed \_\_\_\_\_

I understand and agree to the Warranty as stated:\_\_\_\_

Signature

Date

## U.S.A.

20 Commerce Park North, Bedford, NH 03110-6911 Tel: 603.669.5136 Fax: 888.889.3539 Toll Free: 800.654.5600 CANADA

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