

## Model CS (or CM) Limited Warranty

VAN-PACKER CO. ("VAN-PACKER") WARRANTS by this Model CS (or CM) Condensing Chimney Standard Warranty ("Warranty") that its Condensing Chimney Products ("Products") will perform their intended function of exhausting the effluent from Category I, II, IV gas burning appliances. The effluent gas temperatures must not exceed 550 degrees Fahrenheit. The Limited Warranty is available subject to the following conditions: (1) the warranted Chimney System has been designed, engineered, and sized by VAN-PACKER personnel; (2) the material specifications and design parameters provided to VAN-PACKER personnel in writing by the responsible engineer were and are suitable for the application; (3) VAN-PACKER has supplied the entire Chimney System from appliance outlet to termination (top); (4) prior to start-up and thereafter, all exposed surfaces are sealed and either (a) stainless steel or (b) aluminized surfaces protected against weathering and atmospheric corrosion with at least one coat of primer paint and one coat of heat- and corrosion-resistant paint suitable to the application; and (5) the Products are correctly installed in accordance with VAN-PACKER drawings, specifications, and installation instructions and in compliance with all applicable installation and building codes and high-quality industry-accepted trade practices. This Warranty is given on VAN-PACKER Products against defects in workmanship and materials for a period of one (1) year after delivery. This warranty extends only to installations where the attached equipment is operated in accordance with the manufacturer's instructions and at the site of the original installation.

VAN-PACKER'S obligation under this Warranty, and the exclusive remedy under any other warranty, expressed or implied, or in contract or otherwise, is limited to repair or replacement of the defective Product Components with equivalent product components as it shall be determined by its sole discretion upon examination by qualified personnel, as approved by VAN-PACKER, and only to that material produced or fabricated at our factory. If replacement is not commercially practical, VAN-PACKER will, at its option, refund the purchase price to the original owner, not including labor or freight cost to remove or replace the Product. This Warranty is non-transferrable and extends to the original owner only. The erection, installation, field fabrication, or welding by the installing contractors is not warranted.

VAN-PACKER reserves the right to examine the Condensing Chimney during the warranty period and investigate any and all claims against this Limited Warranty. Operation and maintenance of the equipment must be in accordance with the manufacturer's instructions, in addition to local and national codes.

## **DISCLAIMER**

ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED VAN-PACKER'S AFORESTATED OBLIGATION ARE HEREBY DISCLAIMED BY VAN-PACKER AND EXCLUDED FROM THIS WARRANTY.

The Warranties made herein by VAN-PACKER are in lieu of any and all other warranties, expressed or implied, or in contract or otherwise, and VAN-PACKER assumes no liability for loss of use or for any direct, indirect or consequential damage of any kind in respect to the use or operation of VAN-PACKER products, or any equipment or accessories used in connection therewith. VAN-PACKER does not authorize any person to assume for it any obligation in connection with the sale of the products or parts which (a) Have been repaired or altered in any manner outside of VAN-PACKER's factory; (b) Have been subjected to misuse, neglect or accident; (c) Have been used in a manner contrary to VAN-PACKER's printed instructions; (d) Have been operated in a corrosive atmosphere in the presence of chlorides, solvents, refrigerated vapors or halogenated compounds, or any chemical proven to cause excessive corrosion to stainless steels; or (e) Have been damaged due to malfunction of any attached or connected equipment, or faulty unprofessional installation.

## **CLAIM PROCEDURES**

If you believe the Products fail to meet the above extended warranty, notify VAN-PACKER in writing at PO Box 307, Buda IL 61314.

Notification should include a description of the Products, the Model, Part Numbers, photos, and the basis for your belief that the Products failed to comply with the Limited Warranty.