



Limited Warranty & 30 Year Protection Plan For MAJESTIC FIREPLACES® PRE-ENGINEERED Fireplace Systems

CFM Corporation warrants its MAJESTIC FIREPLACES® Pre-Engineered Fireplace ("Fireplace") and the CFM Corporation supplied firegrate, glass doors, outside air system, fan motor, and liners to be free from defects in material or workmanship, as follows:

A. Fireplace and Chimney Components: (exclusive of CFM Corporation-supplied firegrate, glass doors, outside air system, fan motor, and liners all of which are covered by separate warranties under paragraphs B through D below): At its option for a period of thirty (30) years from the date the Fireplace is installed, CFM Corporation will:

(1) For a period of five (5) years from the date the Fireplace is installed, CFM Corporation, at its option, will repair or replace any defective part without charge.

(2) Thereafter, through the 10th year after the date the Fireplace is installed, if replacement parts are available, CFM Corporation will provide a replacement for any defective part without charge for the part itself. The consumer must pay for everything else other than the part.

(3) Thereafter, through the 30th year after the date the Fireplace is installed, if replacement parts are available, CFM Corporation will provide a replacement for any defective part at a cost to the consumer of CFM Corporation then current list price, FOB CFM Corporation factory.

B. Firegrate, Glass Doors, Outside Air System:

For a period of 90 days from the date the Fireplace is installed CFM Corporation, at its option, will provide a replacement for any defective part, without charge for the part itself, FOB CFM Corporation factory, (The consumer must pay for everything else other than the part,).

C. Fan Motor:

(1) For a period of one (1) year from the date the Fireplace is installed, CFM Corporation, at its option, will repair or replace any defective part without charge.

(2) Thereafter, through the 30th year after the date the Fireplace is installed CFM Corporation, at its option, if replacement parts are available, will provide a replacement for any defective part at a cost to the consumer of CFM Corporation then current list price, FOB CFM Corporation factory.

D. Liners (Refractory or Metal):

(1) For a period of two (2) years from the date the Fireplace is installed, CFM Corporation, at its option, will repair or replace any defective part without charge.

(2) Thereafter, through the 30th year after the date the Fireplace is installed CFM Corporation, if replacement parts are available, will provide a replacement for any defective part at a cost to the consumer of CFM Corporation then current list price, FOB CFM Corporation factory.

This warranty is subject to the following conditions and limitations:

(1) This warranty is extended only to a Fireplace installed in the

continental United States, the state of Alaska and Canada; only if and so long as the Fireplace is installed according to the installation instructions furnished with the Fireplace, and operated at all times under normal conditions, use and service according to the operative instructions furnished with the Fireplace, and only if and so long as the Fireplace is not removed from its original installation.

(2) This warranty is non-transferrable, and is made to the original owner, provided that the purchase was made through an authorized supplier of the Company.

(3) The sole and exclusive remedies for breach of any warranties hereunder shall be for the repair, replacement or provision of a replacement part at CFM Corporation then current list price, FOB CFM Corporation factory, for any defective part as specified in paragraphs A through D.

(4) CFM Corporation shall not be liable for damage from any smoking of a MAJESTIC FIREPLACES Pre-Engineered Fireplace System related to environmental geographic conditions (such as, for example, nearby structures or roof peaks, trees, hills, or mountains), inadequate ventilation, or negative air pressure in the place where the Fireplace system is installed, related to any mechanical system (such as, for example, furnaces, fans, air conditioners, clothes dryers, etc.)

(5) Except as otherwise expressly specified in paragraphs A through D, NONE OF THESE WARRANTIES COVER, AND CFM CORPORATION SHALL NOT BE RESPONSIBLE FOR, ANY CONSTRUCTION, INSTALLATION, LABOR, TRANSPORTATION OR OTHER COSTS OR EXPENSES ARISING FROM A DEFECTIVE PART, ITS REPAIR OR REPLACEMENT OR OTHERWISE, NOR SHALL CFM CORPORATION IN ANY EVENT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES EXCEPT TO THE EXTENT REQUIRED BY LAW. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion or limitation may not apply to you.

NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL REMAIN IN EFFECT AFTER THE EXPIRATION OF THE WARRANTIES SET FORTH IN PARAGRAPHS A THROUGH D. Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

In order to obtain performance of any of the above warranty obligations write to CFM Corporation at this address:

CFM Corporation
2695 Meadowvale Blvd.
Mississauga, Ontario, Canada L5N 8A3
Attention: Director of Warranty Services

Since local building requirements may vary greatly throughout the country, users of CFM Corporation products should determine in advance whether there are any building code restrictions on the use of a specific product. CFM CORPORATION MAKES NO REPRESENTATION OR WARRANTY REGARDING, AND SHALL NOT BE RESPONSIBLE FOR, ANY BUILDING CODE COMPLIANCE.

The foregoing warranties give you specific legal rights and you may also have other rights which vary from state to state.