

Valor® Outdoor Installation Warranty

If you have a problem with this unit, please contact your dealer or supplier immediately. Under no circumstances should you attempt to service the unit in any way by yourself. Any attempt to do so shall void this warranty. The warranties in paragraph 1 are provided only to the initial user of this unit, are not transferable and are subject to the conditions and limitations in paragraphs 2, 3 and 4. Please review the conditions and limitations carefully and strictly follow their requirements. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT SUCH DISCLAIMERS ARE PROHIBITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY.

THIS WARRANTY CONTAINS LIMITATIONS ON LIABILITY AND SHOULD BE REVIEWED CAREFULLY.

1. Two-Year Parts Warranty

In addition, for two (2) years from the date of purchase, the Company, at its option, will repair or exchange all parts and components not listed above but that are determined by the Company, in its sole discretion, to have a bona fide defect in material or workmanship under normal conditions of use.

2. Conditions and Limitations

- a) Warranty registration must be completed online by the initial owner within 90 days of purchase at www.valorfireplaces.com
- b) Installation and maintenance must be performed by an authorized and trained dealer in accordance with the Company's installation instructions.
- c) This warranty is void where installation of the unit does not conform to all applicable codes including without limitation national and local gas appliance installation codes and building and fire codes.
- d) The owner must comply at all times with all operating instructions.
- e) The Company is not responsible for the labor costs to remove defective parts or re-install repaired or replacement parts and this warranty is limited to the payment for or replacement of such parts.
- f) The claimant under this limited warranty shall be responsible for any shipping charges for replacement parts as well as travel time incurred by the dealer to perform the warranty work.
- g) This warranty is void if it is apparent that there is abuse, misuse, alteration, improper installation, accident or failure to perform maintenance on and to the unit as specified in the owner's manual.
- h) The warranty does not cover damage to the unit through:
 - i) Improper installation, modification, or operation.
 - ii) Environmental conditions.
 - iii) Inadequate ventilation in the area or competition for air from other equipment or appliances.
 - iv) Chemicals, dampness, condensation, or sulphur in the fuel supply lines which exceeds industry standards.
- i) This warranty does not cover glass, log breakage or damage to the unit while in transit.
- j) The Company does not allow anyone to extend, alter or modify this warranty and assumes no responsibility for direct, indirect or consequential damages caused by the unit. State or provincial laws where the user resides may provide specific rights extending this warranty and, if so, the Company's sole obligation under this warranty is to provide labor and/or materials in accordance with those laws.
- k) THE REMEDIES EXPRESSLY PROVIDED IN THIS WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO THE PURCHASER IN RESPECT OF THE PRODUCT, AND THE COMPANY'S TOTAL CUMULATIVE LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY, OR ITS DIRECTORS, OFFICERS, OR AGENTS, BE LIABLE TO THE PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL LOSS, COST, OR DAMAGE, ARISING OUT OF OR IN CONNECTION WITH THE SALE, MAINTENANCE, USE, OR INABILITY

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TO USE THE PRODUCT, EVEN IF THE COMPANY OR ITS DIRECTORS, OFFICERS, OR AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES, COST, OR DAMAGES, OR IF SUCH LOSSES, COST, OR DAMAGES ARE FORESEEABLE.

3. Discharge of Liability

After two (2) years from the date of purchase, the Company may, at its sole and absolute discretion, fully and finally discharge all obligations under this warranty by paying to the initial owner the then-current wholesale price of the unit.

4. No Other Warranty

EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, AND OBLIGATIONS, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW, USAGE, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, DEALER, OR DISTRIBUTOR IS AUTHORIZED TO CHANGE, MODIFY, OR EXTEND THE TERMS OF THIS WARRANTY ON BEHALF OF THE COMPANY.

5. Governing Law

This warranty shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Any disputes arising under or in connection with this warranty shall be subject to the exclusive jurisdiction of the courts of British Columbia, without regard to conflict of laws principles.