

## FCX OIL FIRED CONDENSING HEATING SYSTEM

First year - MPI warrants that its FCX heating systems are free from defects in material and workmanship under normal use and service for 1 year from the date of purchase with an additional period of up to 3 months if the unit is not installed at time of purchase.

First through tenth year - MPI warrants that the primary heat exchanger is free from defects in material and workmanship for 10 years from date of purchase.

*Parts covered:* All product or parts of the FCX manufactured by or for MPI except as provided for herein.

*Parts not covered:* The following parts are not covered by this warranty: venting kits, fuses, and all parts subject to physical, chemical or freeze damage. The FCX is designed to be fueled with clean, dry, #2 grade or better, home-heating oil. Use of substandard oil or other fuels will void this warranty. Nozzle failure due to water or contaminants in fuel will not be covered.

*This warranty does not cover* physical, chemical or freeze damage or use of antifreeze other than that approved by MPI. Water of strong acidic or alkaline composition can damage the heat exchanger assembly and will void this warranty. In addition, the ingestion of chlorine or chlorine contaminating fumes or vapors, fluorine or fluorine containing fumes or vapors, fumes from animal confinement, fumes from beauty parlors, fumes from muriatic acid or other compounds used for cement cleaning, fumes from mechanical parts' cleaning, fumes from dry-cleaning establishments, fumes from laundry, fumes from manufacturing or industrial activity into the combustion-air to the heating system can damage the heat exchanger assembly and will void this warranty of the heat exchanger assembly.

*STANDARD PROVISIONS, TERMS AND CONDITIONS THAT ARE COMMON TO ALL MPI INDIVIDUAL PRODUCT WARRANTIES:*

These warranties are subject to the condition that the MPI product(s) must have been installed in accordance with manufacturer's instructions. These warranties extend only to the first retail purchaser of the products and only to a product that has not been moved from its original installation site. These warranties do not apply to commercial applications.

In addition to each product warranty listed, MPI **warranties do not cover:**

- 1) *Components that are part of the heating system but were not furnished by MPI as part of the heating system.*
- 2) *The workmanship of any installer of MPI's product(s). In addition, this warranty does not assume any liability of any nature for unsatisfactory performance caused by improper installation.*
- 3) *Any costs for labor for removal and reinstallation of the alleged defective part, the cost of shipping or transportation to MPI and back to the consumer, if necessary, and any other materials necessary to perform the exchange.*
- 4) *Replacement parts beyond the balance of the original warranty period.*

*REMEDY:* If within the applicable warranty period, any product(s) or part(s) included in this warranty proves to be defective in material and/or workmanship, then MPI shall repair or replace, at its option, the defective product(s) or part(s) and return it to the consumer.

*PROCEDURE FOR OBTAINING PERFORMANCE UNDER THIS WARRANTY:* In order to obtain performance under this warranty, the original purchaser must promptly (in no event later than thirty (30) days after discovery of the defect) see to the return of the product(s) or part(s) in question, accompanied by a properly filled out MPI warranty claim form (Available from MPI by mail or phone). Any claim made under this warranty must be accompanied by proof of original purchase date, sales invoice or cancelled check showing the serial number as satisfactory evidence. Any replacements are made subject to validation by MPI of in-warranty coverage. An item to be replaced must be made available in exchange for the replacement.

*SOLE REMEDY:* The remedy and liability for any breach of warranty, express or implied, set forth herein is the sole and exclusive remedy and the limit of liability for any such breach.

*EXCLUSIONS AND IMPLIED WARRANTIES:* This warranty does not extend to any defect due to the negligence of others. Failure to install, operate or maintain the product(s) in accordance with the installation, operation and maintenance instructions furnished with each new product, unreasonable use, accidents, acts of god, fire, snow, floods, lightning, alteration, ordinary wear and tear, or the use of unauthorized or non-standard parts.

**ALL IMPLIED WARRANTIES, IF ANY, ARISING UNDER LAW IN CONNECTION WITH THE SALES BY MPI OF ANY PRODUCT(S) ARE LIMITED IN EXTENT AND DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OTHER THAN AS EXPRESSLY STATED HEREIN. MPI SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHETHER AS A RESULT OF BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE.**

Note: Some jurisdictions do not allow: (a) limitations on how long an implied warranty lasts; or (b) the exclusion or limitation of incidental, indirect, punitive or consequential damages, so the above limitations or exclusions may not apply to you.

**NO VARIATION OF TERMS:** the parties intend that this warranty be the exclusive and final expression of their agreement.

No person has the authority to orally, in writing or in any other way vary the terms, conditions or exclusions of this warranty, or to make any express warranties other than those contained herein.

**LEGAL RIGHTS:** This warranty gives you specific legal rights and you may also have other rights which vary from jurisdiction to jurisdiction.

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