

# MONITOR PRODUCTS, INC. ("MPI") LIMITED WARRANTIES

## MZ GAS FIRED CONDENSING HEATING SYSTEM

First year-MPI warrants that each MZ Series Heating Systems sold by it to be free from defects in material and workmanship, under normal use and services, for a period of 1 year after date of purchase with an additional period of up to 3 months if unit is not installed at the time of purchase.

First through tenth year-MPI warrants that the primary heat exchanger assembly consisting of water-tube heat exchanger, water jacket and condensate collector is free from defects in material and workmanship for 10 years from the date of purchase.

MPI corrosion inhibitor must be used in every MZ series heating system. Failure to use this inhibitor will void this warranty.

**NOTE:** We will not accept any MZ heat exchangers for warranty consideration without an 8 ounce water sample from the system. This is required to test for the proper inhibitors. **No credit will be issued without a water sample.**

### *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.