

MONITOR WINDOR PLUS HEATING SYSTEMS LIMITED WARRANTY

MONITOR PRODUCTS, INC. warrants each MONITOR WINDOR PLUS Heating System sold by it to be free from defects in material and workmanship, under normal use and service, for one year after the date of original retail purchase, subject to the terms and conditions stated below. An extended parts only warranty period of 48 months is provided for the heat exchanger. The remainder of the unit is subject to the 12 months warranty as provided herein.

1. **WARRANTOR:** This warranty is granted by Monitor Products, Inc. P.O.Box 3408, Princeton, New Jersey, 08543.
2. **PARTIES TO WHOM WARRANTY IS EXTENDED:** This warranty shall be extended only to the original retail purchaser.
3. **PARTS COVERED:** All products and parts manufactured by or for Monitor Products, INC. except as provided for herein. Replacement parts are warranted only for the of the original warranty period.
4. **PARTS NOT COVERED:** The following parts are not covered by this warranty: venting kits, extension kits, fuses, and all parts damaged by lightning.
5. **REMEDY:** If within the applicable warranty period, any product or part included in this warranty proves to be defective in material and/or workmanship, then Monitor Products, Inc., shall repair or replace, at its option, the defective product or part. Service at the point of installation (not including dealer travel time) will be provided at no charge to the customer, but must be performed by a Monitor Products, Inc., dealer authorized to sell and service the MONITOR WINDOR Heating system.
6. **PROCEDURE FOR OBTAINING PERFORMANCE UNDER THIS WARRANTY:** In order to obtain performance of the obligations under this warranty, the original purchaser must promptly (in no event later than thirty (30) days after discovery of the defect, notify the local Monitor Products, Inc. dealer authorized to sell service the MONITOR WINDOR PLUS Heating system.

Service will be provided during normal business hours within a reasonable time after the dealer has been notified of the need for service. If you are unable to locate a local Monitor Products, Inc. dealer authorized to sell and service the MONITOR WINDOR PLUS Heating System, call or write: SERVICE DEPARTMENT, MONITOR PRODUCTS, INC. P.O.BOX 3408, PRINCETON, NEW JERSEY 08543, 732-329-0900.

Any claim made under this warranty must be accompanied by proof of original purchase date, sales invoices or canceled check showing the serial number as satisfactory evidence.

7. **SOLE REMEDY:** the remedy and liability for any breach of warranty, express or implied, set above is the sole and exclusive remedy and the limit of liability for any such breach.
8. **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 HEATER IN ACCORDANCE WITH THE INSTALLATION, OPERATION AND MAINTENANCE INSTRUCTION FURNISHED WITH EACH NEW HEATER, UNREASONABLE USE, ACCIDENTS, ACTS OF GOD, FIRE, SNOW, FLOODS, LIGHTNING, ALTERATION, ORDINARY WEAR AND TEAR. THE USE OF UNAUTHORIZED OR NON-STANDARDIZED PARTS OR ACCESORIES. ALL IMPLIED WARRANTIES, IF ANY, ARISING UNDER STATE LAW IN CONNECTION WITH THE SALES BY MONITOR PRODUCTS, INC. OF ANY NEW HEATER ARE LIMITED IN DURATION TO THE OF THIS WRITTEN WARRANTY. THERE ARE NO WARRANTIES, EXPRESSED TERMS OR IMPLIED OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE WHICH EXTEND BEYOND THIS WARRANTY, MONITOR PRODUCTS, INC. SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE. WHETHER AS A RESULT OF BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE.

NOTE: SOME STATES DO NOT ALLOW:

(A) LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS; OR (B) THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. **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.

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

MONITOR PRODUCTS, INC.
P.O. BOX 3408
PRINCETON, N.J. 08543