

## **WARRANTY STATEMENT - All Products**

### **I. 1-Year Limited Warranty**

Jeremias Inc. ("Jeremias") provides a 1-year limited warranty ("1-Year Limited Warranty") for its exhaust systems; KL, FL, GV and CK Series (collectively, the "Products") for any defect in workmanship or materials under normal use from the date of shipment to the purchaser of Products ("Purchaser"), subject to the following conditions:

- Product sizing and specifications have been performed in accordance with generally accepted engineering practices.
- Correct installation and maintenance in full compliance with Jeremias' installation and maintenance instructions as published at the time of installation.

### **II. Limited Lifetime Warranty**

Jeremias provides for an extended limited lifetime warranty ("Limited Lifetime Warranty") for any defect in workmanship or materials under normal use from the date of shipment to the Purchaser, subject to the satisfaction of the Limited Warranty Conditions stated below.

### **III. Limited Warranty Conditions**

- Products must have been designed and sized by Jeremias' personnel.
- Availability of a written inspection report from the time of installation, or timely thereafter, by a Jeremias inspector or an inspector authorized by Jeremias, that the Product assembly and installation conformed to all of Jeremias' assembly and installation instructions.
- Products were at all times operated and maintained in full compliance with Jeremias' operation and maintenance instructions as published at the time of installation or as later provided to Purchaser by Jeremias.

For a period of ten (10) years from original installation, Jeremias will provide replacement product to the original owner for the Product proven defective with a similar or like quantity of available Jeremias Product, free of charge.

From the eleventh (11) through fifteenth (15) years Jeremias will provide replacement product to the original owner at a cost of 75% off of the Manufacturers Suggested List Price in effect on the date the claim is received by Jeremias.

After expiration of the fifteen (15) year term, Jeremias will provide replacement product to the original owner at a cost of 50% off of the Manufacturers Suggested List Price in effect on the date the claim is received.

### **IV. Exclusion of Limited Warranty**

The 1-Year Limited Warranty and the Limited Lifetime Warranty (collectively the "Limited Warranty") shall not cover (i) damages to: wear parts, e.g. seals; demonstration units; paintwork; moving parts, including but not limited to compensators, flue gas dampers, draught regulators, chimney, doors; flexible piping; insulation; consumables, such as granulates; minor Product deviations which do not

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effect functionality; or (ii) damages caused by: contamination of ambient air or combustion air by chlorinated hydrocarbons or other vapors which may cause excessively severe acid condensate to form within the Products; merchandise provided by other manufacturers; installation, transport or commissioning; Purchaser, an installer or other third parties; normal wear and tear; any party other than Jeremias in a willful manner; force majeure, including, but not limited to flood, fire or frost; non-compliance with the assembly, installation, operation and maintenance instructions available at [www.JeremiasInc.com](http://www.JeremiasInc.com); assembly, installation, maintenance or repair by unqualified personnel; improper commissioning; use of Products not in accordance with their intended purpose; exposure of Products to any metals of an inferior quality; contamination of the Products between unpacking and assembly; burning of wood other than unpainted, natural wood, which has been stored for at least 3 years and which moisture level does not exceed 20%; or burning of chipboard or domestic waste.

### **V. Remedies**

If a valid Limited Warranty claim arises, Jeremias shall, in its sole discretion, either repair the Product or deliver a properly functioning Product. Such repair or replacement shall not extend the original applicable Limited Warranty period. This Limited Warranty is limited to repair or replacement of the Product plus shipping cost to the location of the defective Product. The Limited Warranty does not cover labor costs for removal or replacement of the defective Product, unless such labor shall be carried out by Jeremias itself in its sole discretion.

### **VI. Filing of a Limited Warranty Claim**

Limited Warranty claims may only be asserted during the term of the applicable Limited Warranty period. Any extension of the term of the Limited Warranties shall be excluded, regardless of the legal basis. If Purchaser believes that there is a justified Limited Warranty claim, Purchaser shall notify Jeremias to that effect in writing. Any claims stemming from or relating to a Limited Warranty shall be asserted in detail within eight weeks after the discovery of the defect (the time when the notification is received by Jeremias will be the basis for determining whether a claim has been reported within this deadline) or else shall be excluded and not be recognized by Purchaser. Such notification shall include a description of the defect, original proof of purchase, and a copy of the written inspection report as described in Section II above (if applicable).

### **VII. No Other Warranty**

EXCEPT AS SET FORTH EXPRESSLY THEREIN, JEREMIAS MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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### **VIII. Damages Disclaimer and Limitation**

IN NO EVENT SHALL JEREMIAS BE LIABLE TO ANY PURCHASER OR ANY OTHER PERSON FOR ANY (A) INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL OR (B) DIRECT DAMAGES TO BODY, HEALTH OR PROPERTY FOR ANY MATTER ARISING OUT OF OR RELATING TO THE PRODUCTS, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE EVEN IF JEREMIAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL JEREMIAS' TOTAL AGGREGATE LIABILITY FOR DAMAGES EXCEED THE GREATER OF THE AMOUNT OF (A) TOTAL COMPENSATION PAID BY PURCHASER TO JEREMIAS FOR THE PRODUCTS, OR (B) PROCEEDS AVAILABLE FROM ANY INSURANCE POLICY IN EFFECT AND APPLICABLE TO THE EVENT GIVING RISE TO SUCH LIABILITY.

### **IX. Notice**

Any notice or other communication hereunder to Jeremias shall be sent postage prepaid, by certified mail, by courier such as United Parcel Service or e-mail, to the following: Jeremias Inc., 983 Industrial Park Drive, Marietta, GA 30062, E-mail: [Info@JeremiasInc.com](mailto:Info@JeremiasInc.com). Notices shall be effective upon receipt.

### **XI. Terms and Conditions of Sale**

Purchaser's Terms and Conditions of Sale as currently in effect shall govern these Limited Warranties, including without limitation the rights and responsibilities granted hereunder.

Jeremias Warranty and Terms & Conditions apply. Visit: <https://jeremiasinc.com/downloads/terms-conditions/>