JØTUL N.A. WOOD-BURNING PRODUCT LIMITED LIFETIME WARRANTY

Effective January 1, 2013

This warranty policy applies to wood-burning products identified by Jøtul and Scan trade names, as set forth below.

A. LIMITED LIFETIME WARRANTY, parts only:

Jøtul North America Inc. (JØTUL) warrants, to the original retail purchaser, that those baffle and air manifold components of the Jøtul or Scan Stove or Fireplace Insert specified above will be free of defects in material and workmanship for the life of the product. This warranty is subject to the terms, exclusions and limitations set forth below

B. LIMITED FIVE YEAR WARRANTY - Cast Iron and Steel Components:

JØTUL warrants, to the original retail purchaser, that those components of the Jøtul or Scan Stove or Fireplace Insert specified above will be free of defects in material and workmanship for a period of five (5) years from the date of purchase. This warranty is subject to the terms, exclusions and limitations set forth below.

C. LIMITED TWO YEAR WARRANTY - Enamel Finish:

JØTUL warrants, to the original retail purchaser, the enamel finish on cast iron components of the Jøtul Stove or Fireplace Insert specified above against peeling or fading for a period of two (2) years from the date of purchase. This warranty is subject to the terms, exclusions and limitations set forth below.

D. LIMITED ONE YEAR WARRANTY - Electrical Components (blowers, thermostatic switches):

JØTUL warrants, to the original retail purchaser, that those components of the Jøtul or Scan Stove or Fireplace Insert specified above will be free of defects in material and workmanship for a period of one (1) year from the date of purchase. This warranty is subject to the terms, exclusions, and limitations set forth below:

JØTUL will repair or replace, at its option, any of the above components determined by JØTUL to be covered by this warranty. You must, at your own expense, arrange to deliver or ship the component to an authorized Jøtul or Scan dealer and arrange for pickup or delivery of the component after repairs have been made. If, upon inspection, JØTUL determines that the component is covered by this warranty, the repair or replacement will be made as set forth above. This warranty is not transferable and is extended only to, and is solely for the benefit of, the original retail purchaser of the Jøtul or Scan Stove or Fireplace Insert. This paragraph sets forth the sole remedy available under this warranty in the event of any defect in the Jøtul Scan Stove or Fireplace Insert.

The warranty period for any replaced component will be the remaining unexpired portion of the warranty period for the original component.

Please retain your dated sales receipt in your records as proof of purchase.

EXCLUSIONS AND LIMITATIONS

NOTICE: This warranty is void if installation or service is performed by someone other than an authorized installer or service agency, or if installation is not in conformance with the installation and operating instructions contained in this owner's manual or local and/or national fire and building regulations. A listing of local authorized installers, service agencies and gas suppliers can be obtained from the National Fireplace Institute at http://www.nficertified.org/.

This warranty does not cover the following:

- 1. Repair or replacement of parts that are subject to normal wear and tear during the warranty period or to parts that may require replacement in connection with normal maintenance. These parts include paint, gaskets, burn plates, ceramic insulation blankets, skamol baffles and panels, firebricks, fire grates, or glass (Ceramic glass is warranted against thermal breakage only).
- 2. Damage due to incorrect installations not in conformance with the installation instructions contained in this owner's manual or local and/or national fire and building regulations.
- 3. Damage, including damage to enamel surfaces, caused by improper operation, over-firing, and/or misuse. Improper operation, such as burning the stove with the ash door open, can damage the stove. Over-firing occurs when any part of the stove glows red. Over-firing can also be identified by warped plates, rust-colored cast iron, paint pigment that has turned dusty white, or bubbling, cracking and discoloration of the enamel finish. Misuse includes, without limitation, use that is not in conformance with the operating instructions contained in this owner's manual.
- 4. Damage to enamel finish including chipping, mechanical or chemical abrasion, crazing, staining, or rust caused by high humidity or salt air environments.
- 5. Damage from or repair of rust. Use of a stove-top steamer can cause rust.
- 6. Damage due to service performed by an installer or service agency, unless otherwise agreed to in writing by JØTUL.
- 7. Damage caused by unauthorized modification, use or repair.
- 8. Costs incurred by travel time and/or loss of service.
- 9. Labor or other costs associated with the repair of components beyond the warranty period.
- 10. Damage incurred while the Jøtul or Scan Stove or Fireplace is in transit.

IN NO EVENT SHALL JØTUL, ITS PARENT COMPANY, SHAREHOLDERS, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE OR RESPONSIBLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, OR DAMAGES TO A STRUCTURE OR ITS CONTENTS, ARISING UNDER ANY THEORY OF LAW WHATSOEVER. ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ARE LIMITED IN DURATION TO THE LENGTH OF THIS WRITTEN WARRANTY. EXCEPT AS EXPRESSLY SET FORTH HEREIN, JØTUL MAKES NO ORAL, WRITTEN OR OTHER WARRANTY WITH RESPECT TO JØTUL OR SCAN STOVES OR FIREPLACES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on the length of implied warranties. Therefore, the above exclusions or limitations may not apply to you. This warranty gives you specific legal rights, and you may have other rights, which vary from state to state.

JØTUL reserves the right to discontinue, modify or change the materials used to produce the Jøtul or Scan Stove or Fireplace Insert. JØTUL shall have the right to replace any defective component with substitute components determined by JØTUL to be of substantially equal quality and price.

The dollar value of JØTUL's liability for breach of this warranty shall be limited exclusively to the cost of furnishing a replacement component. JØTUL may at its discretion discharge all obligations by refunding the wholesale price of any defective part or appliance. JØTUL shall in no event be liable for any special, indirect or consequential damage of any nature which is in excess of the original wholesale purchase price of the product. JØTUL shall not in any event be liable for the cost of labor expended by others in connection with any defective component. Any costs or expenses beyond those expressly assumed by JØTUL under the terms of this warranty shall be the sole responsibility of the owner(s) of the Jøtul Stove or Fireplace.

No dealer, distributor, or other person is authorized to modify, augment, or extend this limited warranty on behalf of JØTUL. NO MODIFICATION OR CHANGE TO THIS WARRANTY WILL BE EFFECTIVE UNLESS IT IS MADE IN A WRITTEN DOCUMENT MANUALLY SIGNED BY AN AUTHORIZED OFFICER OF JØTUL.

An authorized installer may have been provided with certain information related particularly to the Jøtul or Scan Stove or Fireplace; however, no authorized installer or other person who may service the appliance is an agent of JØTUL. No inference should be made that JØTUL has tested, certified, or otherwise pronounced any person as qualified to install or service the appliance. JØTUL shall not be liable or otherwise responsible for any error or omission by a person installing or servicing a Jøtul or Scan Stove or Fireplace Insert.

If you believe your Jøtul or Scan Stove or Fireplace Insert is defective, you should contact your nearest authorized Jøtul dealer, who will process a warranty claim. IN ORDER TO QUALIFY FOR WARRANTY COVERAGE, JØTUL MUST RECEIVE NOTICE OF A POSSIBLE DEFECT WITHIN SIXTY (60) DAYS OF THE DATE THE DEFECT IS FIRST DISCOVERED, OR REASONABLY COULD HAVE BEEN DISCOVERED.

This warranty is given by Jøtul North America, Inc., 55 Hutcherson Drive, Gorham, Maine 04038 USA