

JØTUL N.A. GAS PRODUCT LIMITED WARRANTY

Effective February 1, 2010

This warranty policy applies to gas products identified by Jøtul, Scan, and Atra trade names, as set forth below.

A. Cast Iron, Steel Doors, Surround Components, Firebox:

Jøtul North America Inc. (JØTUL) warrants, to the original retail purchaser, that those components of the Jøtul, Scan, or Atra Gas Stove or Fireplace 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 in the following text.

B. Burner, Burner Treatments, Firebox Panels:

JØTUL warrants, to the original retail purchaser, that those components of the Jøtul, Scan, or Atra Gas Stove or Fireplace specified above will be free of defects in material and workmanship for a period of **two (2) years** from the date of purchase. This warranty is subject to the terms, exclusions, and limitations set forth in the following text

C. Gas & Electrical Components (controls, plumbing, valve, blower):

JØTUL warrants, to the original retail purchaser, that those components of the Jøtul, Scan, or Atra Gas Stove or Fireplace 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 in the following text.

JØTUL will repair or replace (including parts & labor), 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, Scan, or Atra 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, Scan, or Atra Gas Stove or Fireplace. This paragraph sets forth the sole remedy available under this warranty in the event of any defect in the Jøtul, Scan, or Atra Gas Stove or Fireplace.

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, service agency or gas supplier, 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 gaskets and glass (except to the extent such parts suffer damage from thermal stress).
- 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 due to service performed by an installer, service agency or gas supplier, unless otherwise agreed to in writing by JØTUL.
- 4) Labor or other costs associated with the repair of gas controls, plumbing, burners, log set, or sheet metal firebox beyond the warranty period.
- 5) Damage caused by unauthorized modification, use or repair.
- 6) Damage to enameled surfaces caused by improper operation or misuse, including use that is not in conformance with the operating instructions contained in this owner's manual. Such damage can typically be identified by bubbling, cracking, or discoloration of the enamel finish.
- 7) Costs incurred by travel time and/or loss of service.
- 8) Damage incurred while the Jøtul, Scan, or Atra Gas 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, SCAN OR ATRA GAS 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, Scan, or Atra Gas Stove or Fireplace. 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 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, Scan, or Atra Gas 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, Scan, or Atra Gas 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, Scan, or Atra Gas Stove or Fireplace.

If you believe your Jøtul, Scan, or Atra Gas Stove or Fireplace is defective, you should contact your nearest authorized Jøtul, Scan, or Atra 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