



“Limited Warranty” Keep This Information for Your Records

EXPRESS WARRANTY. Fire Rock Manufacturing, Inc. (“Fire Rock”) warrants to the original end user and successor’s-in-interest (“Customer”) that the product listed below (the “Product”) will be free from defects in workmanship and materials, under normal use, for twenty (20) years. Defects must adversely affect safety or performance of Product, and expressly exclude drafting, smoking or puffing of the Product, which are affected by factors beyond the control of Fire Rock. The warranty period begins on the proven date of purchase of the Product. Fire Rock’s sole obligation under this express warranty shall be, at Fire Rock’s option and expense, to replace the Product or part, or if replacement is reasonably available, Fire Rock may, in its sole discretion, refund the purchase price paid for the Product or part. Labor charges for repair or indirect charges for replacement will be the responsibility of the Customer. Fire Rock warrants any replaced Product or part for a period of ninety (90) days from shipment, or through the end of the original warranty, whichever is longer. All Products or parts that are replaced become the property of Fire Rock. This express warranty does not cover hardware, footing, vents, ducting or accessories.

OBTAINING WARRANTY SERVICE. Customer must contact the “Fire Rock Service Department” in writing at 500 Bishop Street, Suite F-2, Atlanta, Georgia 30318, or such address as may be posted at www.firerock.us, within thirty (30) days of the claimed defect and within the applicable warranty period to begin process for warranty service authorization. Dated proof of original purchase from Fire Rock or its authorized distributor will be required. Fire Rock is not responsible for Products or parts received without a warranty service authorization. To obtain warranty authorization, Product must first provide photographic evidence of the claimed defect or be inspected by an approved Fire Rock inspector, as determined by Fire Rock. Customer agrees to permit inspection of the Product by an approved Fire Rock inspector. Fire Rock shall, at its sole discretion, decide the place of performance.

WARRANTY EXCLUSIVE. IF THE PRODUCT DOES NOT OPERATE AS WARRANTED ABOVE, CUSTOMER’S SOLE REMEDY FOR BREACH OF THE WARRANTY SHALL BE REPLACEMENT OR REPAIR OF THE PRODUCT OR PART OR REFUND OF THE PURCHASE PRICE PAID, AT FIRE ROCK’S OPTION. TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND NONINFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. FIRE ROCK NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF ITS PRODUCTS.

FIRE ROCK SHALL NOT BE LIABLE UNDER THIS WARRANTY IF ITS TESTING AND INSPECTION DISCLOSE THAT THE ALLEGED DEFECT OR MALFUNCTION IN THE PRODUCT DOES NOT EXIST OR WAS CAUSED BY CUSTOMER’S OR ANY OTHER PERSON’S MISUSE, NEGLIGENCE, IMPROPER INSTALLATION OR TESTING, UNAUTHORIZED ATTEMPTS TO REPAIR OR MODIFY THE PRODUCT, NORMAL WEAR AND TEAR, OR ANY OTHER CAUSE BEYOND THE RANGE OF ITS INTENDED USE, OR BY ACCIDENT, FIRE, LIGHTENING, OTHER HAZARDS, OR ACT OF GOD. THIS WARRANTY DOES NOT APPLY WHEN THE MALFUNCTION RESULTS FROM INSTALLATION OF THE PRODUCT OTHER THAN IN FULL COMPLIANCE WITH THE PRODUCT INSTALLATION AND SPECIFICATION MANUAL AND LOCAL AND STATE BUILDING CODES, OR THE USE OF THIS PRODUCT IN CONJUNCTION WITH ACCESSORIES, OTHER PRODUCTS, OR ANCILLARY OR PERIPHERAL EQUIPMENT AND FIRE ROCK DETERMINES THAT THERE IS NO FAULT WITH THE PRODUCT ITSELF.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT ALLOWED BY LAW, FIRE ROCK ALSO EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR THE LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF PROPERTY, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONSEQUENCE WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF THIS PRODUCT, EVEN IF FIRE ROCK OR ITS DISTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND LIMITS ITS LIABILITY TO REPLACEMENT, REPAIR, OR REFUND OF THE PURCHASE PRICE PAID, AT FIRE ROCK’S OPTION. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE.

DISCLAIMER. This Limited Warranty gives you specific legal rights, and you may also have rights which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, so the above warranty may not apply to you. Some states do not allow the exclusion of incidental or consequential damages, so the above limitation or exclusion may not apply to you. When the implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of this Limited Warranty.

GOVERNING LAW. This Limited Warranty shall be governed by the laws of the State of Georgia, U.S.A., excluding all conflict of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods. Fire Rock shall, at its sole discretion, also have the right to invoke the courts of law having jurisdiction at the Customer’s place of business.

If you have any questions, please contact the Fire Rock Service Department at www.firerock.us.

FIRE ROCK MODEL: _____

Serial Number: