

COPPER - LIFETIME LIMITED WARRANTY

HY-C Company, Inc. warrants to the original purchaser that the chimney cover manufactured by HY-C Company, Inc., when properly maintained, shall be free of any defects in material or manufacturer's workmanship within the lifetime of the original purchaser from the original purchase date. Also, HY-C Company, Inc. warrants the chimney cover, when properly maintained, against rust within the lifetime of the original purchaser from the original purchase date. This copper chimney cover will change color due to the natural process of oxidation. This color change is not rust and will not be covered by this warranty.

To obtain Warranty Service, the chimney cover must be returned to the HY-C Company, Inc. with shipping charges paid by the purchaser. The chimney cover must be returned to HY-C Company, Inc. Attn: Warranty Department, 2107 North 14th Street, St. Louis, MO 63106. The chimney cover must be accompanied by a complete written explanation of the alleged defect(s), with an address and phone number at which HY-C Company, Inc. can contact the purchaser. Upon receipt of the chimney cover, HY-C Company, Inc. will inspect the chimney cover to determine if it has any defect(s) covered by this Limited Warranty. At HY-C Company, Inc.'s option, HY-C Company, Inc. will repair or replace the defective part(s) or replace the chimney cover and return it to the original purchaser. This is the original purchaser's exclusive remedy. The Limited Warranty is limited to the chimney cover and HY-C Company, Inc. will not be liable for installation or removal, or any other related cost.

HY-C Company, Inc. shall in no event be liable for death, injuries to persons or property, or for incidental, contingent, special, or consequential damages arising from the use of this product. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This Limited Warranty does not apply to any defects caused by: modifications, replacement of any components, alterations or repairs of any kind done outside of HY-C Company, Inc.'s manufacturing facility, damage due directly or indirectly to abuse or misuse of the chimney cover, negligence or accident, lack of proper reasonable maintenance, damage caused by a chimney fire, use with a coal or oil burning appliance, chemicals used in a fireplace or flue, or natural causes, (e.g. extreme winds, hail, violent storms or any other acts of God) or defects due to improper installation. Do not use a HY-C black carbon steel Leg Kit (model # LK-4) in lieu of the stainless steel Leg Kit (model #LK4-SS) or this warranty is totally voided.

This Limited Warranty gives you specific legal rights, and you may also have other rights, which vary, from state to state. All legal rights apply only to the original purchaser and are non-transferable.

THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY LIMITED TO THE DURATION OF THIS LIMITED WARRANTY, SUCH TERM BEING THE LIFETIME OF THE ORIGINAL PURCHASER. Some states do not allow how long an implied warranty lasts, so the above limitation may not apply to you.