

Limited Product Warranty

Aerohot® Products

North America

DUKE MANUFACTURING CO. (referred to herein as Duke) warrants to the original end-user purchaser (the "Purchaser") that, subject to the limitations and restrictions set forth below, a Duke Aerohot® product installed in North America ("Aerohot® Product") shall be free from defects in material and workmanship for a period of one year from the date of installation of the Aerohot® Product (the "Warranty"). During the period of the Warranty, Duke will bear the labor cost and parts expense to repair any defects in material and workmanship in an Aerohot® Product. Any labor and parts expenses incurred after expiration of the Warranty shall be the responsibility of the party requesting the services and Duke fully disclaims any responsibility or liability for such expenses.

The following limitations or restrictions apply:

The travel costs and travel time of the Warranty are limited to round-trip travel, portal to portal, not to exceed either (a) 100 miles (160 km) round-trip or (b) two hours travel time to Aerohot® Products installed in North America. Only Duke Factory Authorized Service Companies or their agents (a "DFASC") may perform Warranty work. All Warranty labor must be performed during regular business hours, unless authorized in advance by Duke or authorized and paid by the Purchaser. Overtime premiums, including for work performed outside normal business hours, or on holidays or weekends, will be charged to the party requesting services. Only genuine Duke OEM Parts may be used for Warranty repairs.

The Warranty does not cover repairs to an Aerohot® Product which result from: (a) abuse, misuse, handling or exposure to harsh chemicals; (b) flood, fire or other acts of God; (c) the lack of proper cleaning or the lack of performance of routine maintenance activities as set forth in the owner's manual; and (d) failure of an Aerohot® Product to be installed in compliance with the installation parameters set forth in the owner's manual. Removal of the identification rating plate voids the Warranty, as does operation at incorrect voltage or unauthorized modifications made to an Aerohot® Product by any party. Adjustments, such as leveling, calibration or tightening of fasteners, normally associated with installation of the Aerohot® Product and related to plumbing, electrical or gas connections are the responsibility of the installer. Damages incurred or suffered resulting from or in connection with repairs made to an Aerohot® Product by any entity not specifically authorized to do so by Duke, are not the responsibility of Duke.

In the event that a DFASC is dispatched to perform Warranty work and Duke determines at the time the work is to be performed, or later, that the work is not covered by the Warranty, then Duke shall not be responsible for paying the DFASC for such work, and the party that requested the work shall be responsible for payment.

Duke does not recommend or authorize the use of any Duke product(s) in non-commercial applications, including but not limited to residential use. THE USE OR INSTALLATION OF DUKE PRODUCT(S) IN NON-COMMERCIAL APPLICATIONS RENDERS ALL WARRANTIES NULL AND VOID, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THOSE WARRANTIES SET FORTH HEREIN, AND DUKE DISCLAIMS ANY RESPONSIBILITY FOR DAMAGE, COSTS AND LEGAL ACTIONS RESULTING FROM SUCH USE OR INSTALLATION.

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