

LIMITED WARRANTY AGREEMENT

Hitzer, Inc., an Indiana Corporation, currently maintaining its office at 269 E. Main Street, Berne, Adams County, Indiana, does herein make the following Limited Warranty as herein after set forth.

1. Hitzer, Inc. currently manufactures a stove designated as a Hitzer stove. In the manufacture of said stove, HITZER, INC. utilizes components that Hitzer Inc. does not manufacture and/or produce and said limited warranty specifically excludes any and all components of said stove that are not manufactured by Hitzer Inc.
2. Said limited warranty shall be limited only to the original purchaser of Hitzer stove, either from the aforementioned offices of Hitzer Inc. or from a duly authorized dealer and/or representative of Hitzer Inc.
3. This limited warranty shall commence as of the date wherein said purchase is made by the aforementioned original purchaser. Said limited warranty shall continue for a period of (5) years from and after that date, provided that the requirements hereinafter set forth are complied with in all detail by the original purchaser.

Said limited warranty shall apply only to those components of said stove that are specifically manufactured by Hitzer, Inc. Should an original purchaser during said period of time allege that a defect has occurred with reference to a part and/or component of said stove manufactured by Hitzer, Inc., said original purchaser shall send said defective part to the aforementioned offices of Hitzer Inc. for determination therewith to be made by Hitzer Inc.

Hitzer, Inc., should it determine that said component was defective, shall thereafter replace said component at no cost to the original purchaser. All shipping charges shall be the responsibility of the original purchaser and the said Hitzer, Inc. shall thereafter replace said component at no cost to the original purchaser. All shipping charges shall be the responsibility of the original purchaser and the said Hitzer, Inc. shall have the final determination and be the final determiner as to whether said component is defective. Any labor costs attendant therewith shall be borne solely by the original purchaser.

4. Exclusions:

Since Hitzer, Inc. does not manufacture the following: paint, glass, gasketing, fire brick, brass, trim, fans, grates, cast doors, and in addition thereto, any other component not specifically mentioned, which is not manufactured by Hitzer, Inc., any defect as to any of the aforementioned shall not be covered in said warranty and is herein specifically excluded therefrom.

Likewise any damage produced to the components manufactured by Hitzer, Inc. from misuse, overburn, improper installation, including failure to comply with local building codes or any other abuse that Hitzer, Inc. should determine has occurred in the utilization of said stove, is herein specifically disclaimed.

5. This limited warranty is the only warranty supplied by Hitzer Inc. All other warranties, whether expressed or implied are hereby expressly disclaimed and original purchaser's recourse is expressly limited to the warranties set forth herein.

ALL LIABILITY FOR ANY CONSEQUENTIAL DAMAGES IS DISCLAIMED AND EXCLUDED HEREFROM. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

6. To make claim under this limited warranty, contact the dealer from whom you purchased this unit. If your dealer cannot be reached or is unable to provide service, contact Hitzer, Inc. at the above address.

In the event the unit must be returned to the factory for inspection or repair, the original purchaser must ship the same, shipping prepaid, to Hitzer, corporation is Area Code 260-589-8536