

DBG

DESIGNS BY GARRY, INC.

Warranty

Designs By Garry, Inc., does hereby warrant subject to the limitations hereinafter stated, its products to be free from defects in material and workmanship under normal use and service for a period of thirty-six (36) months from the date of shipping for exterior fireplaces AND twelve (12) months from the date of shipping for exterior firetables, fire urns, fire pits, and FireFalls. This limited warranty extends only to the original purchaser for use, and will be void if the product is used under conditions other than those for which it was designed or if it is not used in compliance with all instructions contained in any operating manual or specification sheets provided for such project. Changes in color due to weather and sunlight are natural occurrences outside the scope of this limited warranty.

The sole obligation of Designs By Garry, Inc., under this limited warranty, and the exclusive remedy of the purchaser under this limited warranty is the repair or replacement, without charge, F.O.B. shipping point, of such products or parts of products only, specifically excluding any labor or installation thereof, which Designs By Garry, Inc., after inspection, determines to be defective. Purchaser must notify Designs By Garry, Inc. in writing at the address shown below within ten (10) days from the date of discovery of any claimed defect specifically stating the details of such defect, and, if requested shown on Design By Garry, Inc.'s confirmation.

Designs By Garry, Inc. shall not be liable for any other damages, whether direct or consequential. Specifically, but without limitation, Designs By Garry, Inc. shall not be liable for any damage to buildings or property or any other incidental or consequential damages resulting from any breach of warranty, expressed or implied, or from any defects in its products. No statements, remark, agreement, representation, promise or understanding, oral or written, made by Designs By Garry, Inc., or any agent, representative or employee thereof, which is not contained herein, will be recognized by, or be enforceable or binding upon Designs By Garry, Inc.

There are no understandings or undertakings of any kind with respect to the products or any part thereof which are not expressly set forth and contained herein, and all sales are made without any representation or warranty by Designs By Garry, Inc. that goods are suitable for a particular purpose. In the event any provision of this LIMITED WARRANTY AND LIMITATION OF LIABILITY is held to be illegal or unenforceable by any court of competent jurisdiction, the remaining provisions shall remain in force and effect. STATUE OF LIMITATION: Any action for breach of this LIMITED WARRANTY AND LIMITATION OF LIABILITY must be commenced within one (1) year after the cause of action has accrued.

THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES BY DESIGNS BY GARRY, INC., OTHER THAN THOSE SPECIFICALLY SET OUT ABOVE. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH ANY SALE EXCEPT AS SET FORTH ABOVE.

The following are not covered under this limited warranty

- Damage to your Designs By Garry, Inc. product caused by negligence, misuse, fire, flood, accident, acts of God, or modifications to the unit will be excluded from this warranty.
- Damage caused by using the fireplace in sub freezing weather will be excluded from this warranty.
- Damage caused by high temperature and rapid cooling will be excluded from this warranty. Included but not limited to the concrete firebox.
- Damage caused by burning wood or materials other than natural gas or liquid propane will be excluded from this warranty.
- Damage or discoloration to top caused by using the firetable during windy weather conditions will be excluded from this warranty. Said damage or discoloration is not subject to defects in material or workmanship.
- DBG does not warranty burners.

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