

# Montigo Residential Product Warranty

## Effective July 26th, 2023

### MONTIGO RESIDENTIAL WARRANTY PROGRAM

Empire Comfort Systems, Inc. and/or Empire Comfort Systems Canada, Inc. (collectively referred to herein as "The Companies"), warrants the Montigo gas appliance (referred to herein as 'the appliance') to be free from defects in materials and workmanship at the time of manufacture. The gas appliance and related components are further subject to the terms and conditions set forth below.

**This warranty covers the following Montigo product series:** Distinction, Divine & Divine Outdoor (H-Series), Illume (FID Inserts), Phenom (L/P/PL-Series), Exemplar (R/RP-Series), Mahana and DelRay

Component	Coverage Period	Labor Coverage
Firebox, heat exchanger	15 years	1 year
Main burner	15 years	1 year
Gas control valve and related control components (pilot assembly, spark electrode flame sensors, thermopile)	1 year	1 year
Electrical components (internal blowers, ignition control module, wiring, switches, remote control systems, blower control module, accent bulbs)	1 year	1 year
Firebox media (logset, glass beads, river rocks)	1 year	1 year
Glass (thermal breakage)	1 year	1 year
Plated, painted finishes (including interior reflective glass) *	1 year	1 year
Refractory lining	1 year	1 year
Mesh/Glass safety barriers	1 year	1 year
Power vent termination	1 year	1 year
Montigo terminations*	10 years	1 year
Montigo venting (excluding termination)	15 years	1 year

\* Exterior painted surfaces exempt

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### QUALIFICATIONS TO THE WARRANTY

This Warranty only covers gas appliances installed in the United States or Canada.

To receive the benefits of this warranty, the appliance must be purchased, installed and serviced annually by a dealer authorized by The Companies for the warranty to be valid.

The gas appliance must be installed by a licensed professional in accordance with The Companies' installation instructions and local building codes. The warranty on the appliance covers only components manufactured by The Companies. The use of components manufactured or supplied by other manufacturers and used in conjunction with the appliance could create serious safety hazards, may result in the denial of certification by recognized national safety agencies and could violate local building codes. Such use may untimely void this warranty. This warranty does not cover any damages occurring from the use of any components not manufactured or supplied by The Companies.

The appliance must be subjected to normal use. The appliance is designed to burn natural gas (NG) or liquefied petroleum (LP) only. Burning conventional fireplace fuels such as wood, coal or any other solid fuel will cause damage to the appliance, produce excessive temperatures will result in a fire hazard and void all warranties. This warranty is transferable. The appliance must remain in its original place of installation to be valid.

If the components of the appliance covered by this warranty are found to be defective within the time frame stated (see The Companies investigation of claims), The Companies will, at its option, replace or repair defective components of the appliance manufactured by The Companies at no charge and will also pay for labor costs (in accordance with schedule) incurred in replacing or repairing components. If repair or replacement is not commercially practical, The Companies will, at its sole discretion, fully discharge all obligations under the warranty by refunding the verified dealer purchase price of the appliance, excluding the cost of labor unless the labor is covered by the terms of the warranty.

This warranty covers only parts and labor as provided above. In no case shall the companies be responsible for materials, components or construction, which are not manufactured or supplied by The Companies, or for the labor necessary to install, repair or remove such materials, components or construction. All replacement or repair components will be shipped F.O.B. from the nearest Company factory.

### LIMITATION ON LIABILITY

It is agreed and understood that The Companies sole obligation, and purchaser's exclusive remedy under this warranty, under any other warranty, expressed or implied, or in contract, tort or otherwise, shall be limited to repair, replacement or refund as specified above. The opinion of The Companies with respect to these matters shall be final.

In no event shall The Companies be responsible for any incidental or consequential damages caused by (but not limited to) improper installation, installation by an unqualified or unauthorized installer, accident, lack of regular maintenance, user error, abuse, misuse, Acts of God, power surges, floods, natural disasters, force majeure, defects in its appliance

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whether such damage occurs or is discovered before or after replacement or repair, and whether or not such damage is caused by The Companies negligence. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. The duration of any implied warranty with respect to the appliance is limited to the duration of the foregoing warranty. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation or exclusion may not apply to you.

### EXCLUSIONS TO WARRANTY

Corrosion or rust of any kind due to a lack of maintenance, inadequate combustion air or improper venting and corrosive chemicals/environments, expansion and contraction of metals or minor movements of components causing noise are not covered by this warranty.

Willful misconduct (i.e. use of the appliance with problems known to the purchaser and causing further damages), including unauthorized or self-performed 'fixing' or exploration of the appliance's internal workings will void the warranty.

Appliances on which the serial number has been altered, defaced, removed or made illegible will void the warranty.

Costs incurred for diagnosis, service work, shipping and handling of defective or replacement parts are not covered under this warranty.

The published warranties are not applicable for any equipment manufactured by The Companies that has been sold direct to the consumer via internet or auction websites. The Companies do not endorse, approve or certify any online sale of its products through auction websites, online retailers or any other method of online sales direct to consumers.

### INVESTIGATION OF CLAIMS AGAINST WARRANTY

The Companies reserve the right to investigate any and all claims against this warranty and decide upon method of settlement.

The Companies are not responsible for work done without written consent of The Companies.

The Companies shall in no event be responsible for any warranty work done without first obtaining the Companies written consent.

The Companies employees and dealers have no authority to make any warranties to neither alter this warranty nor authorize any remedies in addition to or inconsistent with those stated within this warranty.

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### IF WARRANTY SERVICE IS NEEDED

To make a claim under this warranty, contact your installing dealer or contractor. The installing dealer is responsible for providing service and will contact the companies to initiate warranted parts replacements. In the event the installing dealer is unavailable, contact your nearest authorized Montigo dealer ([www.Montigo.com](http://www.Montigo.com)) or contact Montigo direct at [techsupport@montigo.com](mailto:techsupport@montigo.com). Ensure you have your sales receipt and the model and serial number of your appliance.

### DO NOT ATTEMPT TO DO ANY SERVICE WORK YOURSELF

If you cannot locate the installing dealer, or nearest dealer/distributor, you must notify The Companies in writing.

#### USA Offices

6955 Salashan Parkway,  
Ferndale WA, 98248  
[techsupport@montigo.com](mailto:techsupport@montigo.com)

#### Canadian Offices

27342 Gloucester Way  
Langley, BC V4W 4A1  
[techsupport@montigo.com](mailto:techsupport@montigo.com)

The terms and conditions of this warranty may be altered or amended from time to time without prior notice.

**WARRANTY PERIOD:** Warranty coverage begins on the date of original purchase. In the case of new construction, warranty coverage begins on the date of first occupancy of the dwelling or six months after the sale of the product by an independent, authorized Company dealer/ distributor, whichever occurs earlier.