

WARRANTY POLICY

For Ortal Ltd. and Ortal USA, Inc. Standard Products
Sold and Distributed in North America
(For custom models, warranties may vary)

THE WARRANTY

The Ortal Ltd. and Ortal USA, Inc. Limited Warranty warrants your Ortal USA gas fireplace (“Product”) to be free from defects in materials and workmanship at the time of manufacture. The Product body and firebox carry the 10 Year Limited Warranty. Ceramic glass carries the 5 Year Limited Warranty against thermal breakage only. After installation, if covered components manufactured by Ortal are found to be defective in materials or workmanship during the Limited Warranty period and while the Product remains at the site of the original installation, Ortal USA will, at its option, repair or replace the covered components. If repair or replacement is not commercially practical, Ortal USA will, at its option, refund the purchase price or wholesale price of the Ortal product, whichever is applicable. Ortal USA will also pay Ortal USA prevailing labor rates, as determined in its sole discretion, incurred in repairing or replacing such components for up to five years. There are exclusions and limitations to this limited warranty as described herein.

COVERAGE COMMENCEMENT DATE

Warranty coverage begins on the date of installation subsequent to the completion and return of the signed warranty card and to Ortal USA’s receipt of payment in full for the Product. In the case of new home construction, warranty begins on the date of first occupancy of the dwelling or six months after the sale of the Product by an independent Ortal USA dealer/distributor, whichever occurs earlier. The warranty shall commence no later than 24 months following the date of product shipment from Ortal or Ortal USA, regardless of the installation or occupancy date.

EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only if the Product is installed in the United States or Canada and only if installed, operated and maintained in accordance with the printed instructions accompanying the Product and in compliance with all applicable installation and building codes and good trade practices. Printed instructions include those which direct the installer and/or owner to refer to the product information, diagrams, and operation and maintenance manuals available on Ortal USA’s website, www.ortal-heat-usa.com. These can also be requested in digital format direct from Ortal USA’s office(s).

This warranty is non-transferable and extends to the original owner only. The Product must be purchased through a listed supplier of Ortal USA and proof of purchase must be provided. The Product body and firebox carry the 10 Year Limited Warranty from the date of installation. Vent components, trim components and paint are excluded from this Limited Warranty. The following components are part of the Limited Warranty and are warranted as follows:

- **Burner** – Repair or replacement for two years from the date of installation
- **Gas Components** (including the valve) – Repair or replacement for one year from the date of installation

- **Gaskets** – Repair or replacement for one year from the date of installation
- **Interior Decorative Media** – Replacement for one year from the date of installation against thermal breakage only
- **Optional Blowers & Remote Controls** – Repair or replacement for one year from the date of installation. Water damage and batteries are entirely excluded.
- **Ceramic Glass** – Replacement for five years from the date of installation against thermal breakage only.
- **Labor Coverage** – Prevailing Ortal USA labor rates apply for the warranty period of components. Labor coverage is for actual repair and/or replacement of components. Troubleshooting is excluded.

Parts not otherwise listed carry a 90 day warranty from the date of installation.

Whenever practicable, Ortal USA will provide replacement parts, if available, for a period of 5 years from the last date of manufacture of the Product.

Ortal USA will not be responsible for: (a) damages caused by normal wear and tear, accident, riot, fire, flood, climate and weather corrosion or natural disaster; (b) damages caused by abuse, negligence, misuse, or unauthorized alternation or repair of the Product affecting its stability or performance (The Product must be subjected to normal use. The Product is designed to burn on either natural or propane gas only as determined by the costumer when originally purchased or changed after installation by an authorized installer only. Burning conventional fuels such as wood, coal or any other solid fuel will cause damage to the Product, will produce excessive temperatures and could result in a fire hazard.); (c) damages caused by failing to provide proper maintenance and service in accordance with the instructions provided with the Product; (d) damages, repairs or inefficiency resulting from faulty installation or application of the Product.

Ortal USA is not responsible for inadequate fireplace system draft caused by air conditioning and heating systems, mechanical ventilation systems, or general construction conditions which may generate negative pressure in the room in which the appliance is installed. Additionally Ortal USA assumes no responsibility for drafting conditions caused by venting configurations, adjoining trees or buildings, adverse wind conditions or unusual environmental factors and conditions that affect the operation of the unit.

This Limited Warranty covers only parts and labor as provided herein. In no case shall Ortal USA be responsible for materials, components or construction, which are not manufactured or supplied by Ortal USA or for the labor necessary to install, repair or remove such materials, components or construction. Additional utility bills incurred due to any malfunction or defect in equipment are not covered by this warranty. All replacement or repair components will be shipped F.O.B. from the nearest stocking Ortal USA warehouse.

LIMITATION ON LIABILITY

It is expressly agreed and understood that Ortal USA's sole obligation and the purchaser's exclusive remedy under this warranty, under any other warranty, expressed or implied, or in

contract, tort or otherwise, shall be limited to replacement, repair, or refund, as specified herein.

In no event shall Ortal USA be liable for any incidental or consequential damages caused by defects in the Product, whether such damage occurs or is discovered before or after repair or replacement, and whether such damage is caused by Ortal USA's negligence. Ortal USA has not made and does not make any representation or warranty of fitness for a particular use or purpose, and there is no implied condition of fitness for a particular use or purpose.

Ortal USA makes no expressed warranties except as stated in the Limited Warranty. The duration of any implied warranty is limited to the duration of this expressed warranty.

No one is authorized to change this Limited Warranty or to create for Ortal USA any other obligation or liability in connection with the Product. Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. The provisions of the Limited Warranty are in addition to and not a modification of or subtraction from any statutory warranties and other rights and remedies provided by law.

INVESTIGATION OF CLAIMS AGAINST WARRANTY

Ortal USA reserves the right to investigate any and all claims against this Limited Warranty and to decide, in its sole discretion, upon the method of settlement.

To receive the benefits and advantages described in this Limited Warranty, the appliance must be installed and repaired by either a qualified or authorized Ortal USA installation technician. Refer to your dealer/distributor sales agreement for requirements. Contact Ortal USA at the address provided herein to obtain a listing of approved dealers/distributors and certified/authorized installer companies. **Ortal USA shall in no event be responsible for any warranty work done by an installer that is not approved without first obtaining Ortal USA's prior written consent.**

HOW TO REGISTER A CLAIM AGAINST WARRANTY

In order for any claim under this warranty to be valid, you must contact the Ortal USA dealer/distributor from which you purchased the product. If you cannot locate the dealer/distributor, then you must notify Ortal USA in writing. Submission of a completed warranty claim is the preferred method of warranty claim notification. Ortal USA must be notified of the claimed defect in writing within 90 days of the date of failure. Notices should be directed to the Ortal USA Warranty Department at 7618 Jellico Avenue, Northridge, CA 91325 or visit our website at www.ortal-heat-usa.com.

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