

### **Who Is Covered By This Warranty?**

If you live in the United States and you are the original consumer purchaser (i.e., the homeowner, not the installer or contractor) of one of our ventilation products, you are entitled to the benefits of this warranty.

### **How Long Is The Warranty?**

Regarding metal vents that are not pre-painted, the duration of your warranty is 20 years for any galvanized vent; aluminum and copper vents come with a 50-year warranty. Regarding vents that utilize pre-painted materials (i.e., colored vents), your warranty covers against any bubbling of paint or excessive paint discoloration for a period of 5 years and excludes any chipping, scratching, etc., of pre-painted vents from any cause; all other warranty provisions stated herein, except the limitations and restrictions to this warranty, are excluded with respect to pre-painted products. Regarding vents that utilize a stainless-steel interior matrix (i.e., flame, ember, rain and snow resistant vents), your warranty covers against detachment of the interior matrix for a period of 5 years and excludes any breakdown of the interior matrix material due to any cause; all other warranty provisions stated herein, except the limitations and restrictions to this warranty, are excluded with respect to vents that utilize a stainless-steel interior matrix material.

### **What Is Covered?**

O'Hagin warrants that your ventilation products, as manufactured by us, are free from any manufacturing defects that materially affect their performance. In addition to the limitations and exclusions stated herein, the failure to meet any other term or condition of this limited warranty will void said warranty in its entirety.

### **What Is Not Covered?**

Damage to any product(s) due to any cause not expressly covered herein is not covered. Once O'Hagin ventilation products leave our manufacturing facility, they are subjected to factors beyond our control that could affect their performance. This warranty does not cover any problems with non-defective O'Hagin ventilation

product(s), caused by any conditions or handling beyond our control. Some examples of conditions not covered by the warranty include, but are not limited to, the following:

1. Acts of God, including, but not limited to, hail storms and/or lightening, or any other superseding cause (e.g., fire, hurricane, earthquake or other natural disaster);
2. Foot traffic on your roof or damage caused by any objects (such as tree branches) falling onto your roof;
3. Improper or faulty installation of any O'Hagin ventilation product(s). Installation must be in accordance with our written installation instructions;
4. Improper or faulty function of any product(s) due to improper or defective construction techniques used in the manufacture of the structure in which O'Hagin ventilation products were installed;
5. Settlement of the structure of your home or buckling or cracking of the deck over which your O'Hagin ventilation products were installed;
6. Damage to any O'Hagin ventilation product(s) caused by alterations made after completion of application, including structural changes, equipment installation, painting, or the application of cleaning solutions, coatings, or other modifications;
7. Any improper or faulty function in any product(s) caused by a defect in the raw materials used in manufacture (e.g., pre-painted metal, stainless steel, aluminum, copper); and,
8. Any damage to the interior stainless-steel matrix material due to environmental factors in addition to those previously stated herein.
9. Any costs that you incur which are not authorized in advance by O'Hagin.

### **Is This Warranty Transferable?**

This warranty may not be transferred to any subsequent purchasers of your home.

### **What Is My Remedy?**

If the performance of your O'Hagin ventilation product(s) is ever materially affected during the term of this warranty by a manufacturing defect, we will pay you the cost (excluding labor), as reasonably determined by O'Hagin to repair or replace any covered product(s), or give a cash refund equal to the material replacement cost.

If your O'Hagin ventilation products have been installed longer than twelve (12) months, we will take into account the number of months of use you have enjoyed through the date of your claim, and reduce the amount of our payment accordingly. That is, we will prorate the amount of your payment through the date of your claim. For example, if you have a 50-year warranty (600 months) and you make your claim in the last month of the 25th year of the warranty (e.g., the 300th month), we will pay you one-half (1/2) of the reasonable cost to repair or replace your covered O'Hagin ventilation product(s), excluding labor costs.

O'Hagin is not liable to you if you make a warranty claim in the future and any replacement product(s) you receive vary in color and/or design either because of normal weathering or changes in our product line and/or materials used in production of our ventilation products. You should understand that if we replace any O'Hagin products under this warranty, we reserve the right to provide you with substitute products that are comparable only in quality and price to your original O'Hagin products.

O'Hagin reserves the right to provide such replacement product(s) as an alternative remedy at our sole discretion.

### **How Do I Make A Claim?**

All claims must be made, in writing, within thirty (30) days after you discover the problem. In addition to the limitations and exclusions stated herein, the failure to meet any other term or condition of this limited warranty will void said warranty in its entirety. Please write us at O'Hagin

Warranty Claims Department, 210 Classic Court, Suite 100, Rohnert Park, CA 94928. All written claims must include the date of installation for any allegedly effective product(s); name of installing party; where product(s) was/were purchased; date/description of alleged defect; and name, address and daytime phone number in order to contact the person making the claim. For more information please call us toll free at (877) 324-0444, or you may e-mail us at [service@ohagin.com](mailto:service@ohagin.com).

### **Are There Any Other Limitations?**

Any implied warranty, including the implied warranties of merchantability and fitness for a particular purpose, is limited in duration to the express warranty provided above unless a shorter period is permitted by law. Your remedy for any covered defective ventilation product(s) is fully described in the preceding section, "What Is My Remedy?" You are not entitled to anything more than what is described in that section. We are not responsible for any consequential or incidental damages, including damage to your home or to your home's contents. Some states do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion or limitation of incidental or consequential damages; therefore the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.