

Round Grove Products LLC Lifetime Limited Warranty

Round Grove Products LLC, hereinafter “Round Grove”, warrants to the original purchasing homeowner, that under normal use this product will be free from defects in material and workmanship for as long as the purchaser owns and lives in the single family residence, hereinafter “Home”, in which the product was installed.

Round Grove fireplace, pizza oven, and grill island kits are warranted against defects in material and workmanship, and against rotting and decay for as long as you own and live in the Home in which the product was installed, provided that it is installed without alteration and in accordance with applicable building codes.

The terms of this Limited Warranty excludes weathering or discoloring of the unfinished scratch-coat finish and delamination, cracking, warping, or other failures of the product which are the result of improper care and use of the product or involve stress caused by localized application of excessive heat (generally determined to be temperatures above 800 degrees Fahrenheit), movement of adjacent building or building components, or expansion/contraction of adjacent building or building components.

Generally, cracking of the refractory mortar is NOT considered to be a warrantable condition, rather it is natural for mortar joints to experience some cracking because of expansion/contraction during the “heat load” in the firebox.

Proper care and use of the product including techniques to dry out the build-up of condensation within the product as spelled out in the product manuals (“Using your pizza oven” and “Cleaning and maintenance of your pizza oven” available at www.roundgroveproducts.com) must be followed. Failure to follow the correct procedures will void the warranty. Use of liquid fuels, waxes, charcoal, coal, or fire-starter materials will void the warranty.

No warranty whatsoever is made with respect to the manufacture or performance of materials or components of construction not sold or manufactured by Round Grove, including but not limited to all installation components, including but not limited to, mortar, lath, weather resistant barriers, sealants, flashings, roofing, copings, sheathing and framing. Furthermore, Round Grove makes no warranties whatsoever with respect to aesthetics, design and engineering of the structure into which Round Grove products are incorporated, or workmanship involved in the application of any Round Grove products warranted hereunder. The Round Grove product is not waterproof. The Round Grove product must be incorporated into a finish applied by a building professional that contains adequate mechanisms for water management. Round Grove has no responsibility for damage caused by moisture intrusion through the exterior or building envelope or around any of the exterior or building envelope components or by vapor transmission from the interior of the building to a moisture sensitive part of an interior wall assembly.

Without limiting anything else in this warranty, Round Grove disclaims and assumes no liability for:

- burns or injuries related to the the installation, care, use, maintenance, or application of any Round Grove product;
- improper care, use, application or installation of Round Grove’s products,
- use of Round Grove’s products as part of improperly designed or constructed assemblies or buildings or with defective adjacent materials or assemblies;
- failure to follow applicable building codes, specifications, instructions and construction details;
- other design or construction defects, deficiencies and failures on a building where Round Grove’s product is used;
- undertaking on-site inspections or any on-site activities or making oral statements made at the site;
- damage resulting from moisture intrusion, mold, settlement of structures or other building, foundation, or wall movement;

- failure of fireplace or pizza oven chimney to draw positive-pressure or prevent smoke from rolling out the front of the firebox opening;
- discoloration due to application of heat or smoke;
- discoloration or deterioration due to airborne contaminants; or contact with any chemicals or paint; staining or oxidations;
- any accumulation of water or moisture in wall assemblies;
- negligence or accidents by any party or parties in maintaining the Round Grove product including but not limited to use of pressure washer to clean;
- replacement if Round Grove's product is mixed with other chemicals or materials not approved by Round Grove in writing;
- any cause beyond Round Grove's control; and
- any workmanship, aesthetics or other damage or injury not solely and directly caused by a manufacturing defect in Round Grove's products as covered under this warranty.

Any complaints regarding appearance or cosmetic effect, including but not limited to color, tint, hue, shading, grain, texture, finish, color consistency, chipping, staining, or non-structural cracks of products must be conveyed in writing to Round Grove by the Purchaser prior to commencing installation. Upon receipt of a written complaint, Round Grove will examine its production records and compare them with approved samples and in the event of a manufacturing discrepancy, will provide a remedy in accordance with the provisions of this Warranty. Round Grove shall have a minimum period of sixty (60) days to investigate any complaint.

NON-RESIDENTIAL APPLICATIONS

Where the structure at which the product is installed is not a single family residence occupied by the purchaser, or is owned by a public or private corporation for profit or non-profit, an unincorporated association or other business entity of any type recognized by law, a church, a school, a governmental or public authority, the time periods stated in this warranty shall be limited to 30 days.

EXTREME EXPOSURE APPLICATIONS

For products that are installed in an Extreme Exposure region, the time periods stated in this warranty shall be limited to 90 days.

Definition of Extreme Exposure Regions: The following states are considered to be an Extreme Exposure Region: AK, FL, HI, ID, MT, ND, NM, NV, OR, SD, UT, WA and WY.

WARRANTY CONDITIONS

No warranty herein covers damages resulting from improper installation, improper care or use, abuse, negligence, abnormal or unreasonable use (including failure to provide reasonable and necessary maintenance), damage resulting in whole or in part from fire or lightning, windstorms, earthquakes, wind-borne objects, falling objects, projectiles, floods, , hail, tornadoes, hurricanes, other abnormal weather conditions, pests, chemical fumes, foreign substances in the air, misuse, vandalism, civil disobedience, war, damage caused by remodeling or renovation, strain applied to the unit by movement of the adjacent buildings, inadequate provision for expansion or contraction of foundation, installation in ships or vehicles, installation outside the Continental United States, acts of God, or other causes beyond the control of Round Grove.

The procedure for obtaining performance of the obligations of this warranty is as follows: if you believe your Round Grove product to be defective, contact the contractor for inspection. If the contractor determines the product or parts thereof to be defective, the manufacturer at its exclusive option will repair; provide a new product or part of a product after having determined that it does not conform to the limited warranties contained herein. The manufacturer reserves the right to discontinue or make changes in any of its products. If the products covered by this warranty are not available, the manufacturer shall have the right to substitute a product that is of equal quality or value. The manufacturer will ship the replacement product or part to the nearest authorized dealer and the purchaser must pay for any and all labor necessary to install such product or part and for the transportation from the nearest authorized dealer to his/her residence.

Any claim must be accompanied by a copy of the Warranty certificate and a copy of the contract or receipt evidencing purchase of the Round Grove product.

ROUND GROVE PRODUCTS LLC SHALL NOT BE LIABLE TO PURCHASER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR ATTORNEYS' FEES, DAMAGES OR LOSS TO OTHER PROPERTY OR EQUIPMENT, LOSS OF USE, OR CLAIMS OF SERVICE INTERRUPTION, FOR BREACH OF ANY WRITTEN OR IMPLIED WARRANTIES ON ITS PRODUCT.

THIS WARRANTY DOES NOT COVER LABOR TO REMOVE OR REPLACE THE DEFECTIVE PRODUCT.

This limited warranty is exclusive and is in lieu of all other warranties or remedies at law or in equity. All other warranties, representations, or remedies, whether oral, written, express, implied, or imposed by law are disclaimed by Round Grove and waived by the Purchaser and any subsequent owner. Round Grove expressly disclaims any warranty of merchantability or fitness for a particular purpose, or any warranties arising from a course of dealing, usage or trade practice, or any warranty against patent infringement or warranty for work performed in a workmanlike manner. Oral statements by Round Grove employees or agents do not constitute warranties, shall not be relied upon by the Purchaser or any third party, and are not part of the contract for sale or warranty stated herein.

PURCHASER'S EXCLUSIVE REMEDY SHALL BE THE REPLACEMENT OF DEFECTIVE PRODUCT, COMPONENTS, OR PARTS, ALL AS PROVIDED HEREIN. IN ANY EVENT, THE LIABILITY OF ROUND GROVE PRODUCTS LLC WITH RESPECT TO ANY CONTRACT, OR ANYTHING DONE IN CONNECTION THEREWITH SUCH AS THE PERFORMANCE OR BREACH THEREOF OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, INSTALLATION OR TECHNICAL DIRECTION OF INSTALLATION, REPAIR OR USE OF ANY PRODUCT, COMPONENT OR PART COVERED BY OR FURNISHED UNDER THIS CONTRACT WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, EXCEED THE PRICE OF THE PRODUCT, PART OR COMPONENT ON WHICH SUCH LIABILITY IS BASED.

THIS LIMITED EXPRESS WARRANTY IS EXCLUSIVE, THE ONLY WARRANTY MADE BY ROUND GROVE, AND IS IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES OF ANY NATURE WHATSOEVER TO THE ORIGINAL OR SUBSEQUENT PURCHASERS OR USERS UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, STATUTORY LAW OR OTHERWISE, EXCEPT FOR ACTUAL ECONOMIC DAMAGES FOR PERSONAL PHYSICAL BODILY INJURY. ALL OTHER WARRANTIES, REPRESENTATIONS OR REMEDIES, WHETHER ORAL, WRITTEN, EXPRESS OR IMPLIED OR IMPOSED BY LAW ARE DISCLAIMED BY ROUND GROVE AND ARE WAIVED BY THE PURCHASER, PARTICULARLY THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR ANY WARRANTY AGAINST PATENT INFRINGEMENT OR WARRANTY FOR WORK PERFORMED IN A WORKMANLIKE MANNER. ROUND GROVE PRODUCTS LLC SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES TO ANY PARTY WHATSOEVER, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS, ATTORNEY'S FEES. THIS EXCLUSION OF DAMAGES INCLUDES, BUT IS NOT LIMITED TO PAYMENTS OF ANY NATURE MADE BECAUSE OF ACTUAL OR POTENTIAL LIABILITY TO OTHERS, DAMAGES TO ANY OTHER PART OF THE STRUCTURE TO WHICH THE WARRANTED PRODUCTS ARE INCORPORATED OR DAMAGE TO ANY OTHER PROPERTY.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so some of the above limitation or exclusion may not apply to purchaser.

THIS WRITING CONTAINS THE ENTIRE AGREEMENT BETWEEN ROUND GROVE PRODUCTS LLC AND PURCHASER. DEALERS, CONTRACTORS, APPLICATORS, OR DISTRIBUTORS OF ROUND GROVE'S PRODUCTS HAVE NO AUTHORITY TO GIVE WARRANTIES ON ROUND

GROVE PRODUCT'S BEHALF, THAT ARE DIFFERENT FROM OR EXCEED THOSE LISTED HEREIN. PURCHASER SHOULD THEREFORE EXAMINE THIS LIMITED WARRANTY CAREFULLY.

Some states do not allow limitations on how long an implied warranty lasts; so some of the above limitations may not apply to purchaser.

This Lifetime Limited Warranty extends only to the product(s) which were originally installed at your Home or other structure as recorded on the warranty certificate and shall not be valid or enforceable if you cannot prove that the product(s) were so installed.

This Warranty shall be construed and interpreted under the laws of Ohio. Any provision of this warranty that is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction only, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity of enforceability of such provision in any other jurisdiction. Any applicability of the Magnusson-Moss Act is hereby disclaimed. Round Grove's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provisions.

This warranty gives purchaser specific legal rights and he or she may also have other rights which vary from state to state.