## MORTEX LIMITED WARRANTY

## MANUFACTURED HOUSING FURNACES

**FIVE YEAR WARRANTY** -This GAS or ELECTRIC furnace is warranted to be free from defects in material and workmanship under normal use and maintenance for a period of Five Years from the date of original installation, whether or not actual use begins on that date. A new or remanufactured part to replace any defective part will be provided free of charge to the original owner of the furnace on an exchange basis. The defective part to be returned to our nearest distributor. If there is no distributor in the area, the part to be returned directly to MORTEX, freight charges prepaid. Prior authorization by Mortex Warranty Dept. is required for direct return of parts to Mortex. We do not accept freight collect shipments.

**TEN YEAR WARRANTY ON HEAT EXCHANGER** - During the sixth through tenth year, the gas heat exchanger is warranted for an additional five years under the same conditions as stated in the Five Year Warranty.

**ELECTRIC HEATING ELEMENT WARRANTY** - The Electric Furnace heating elements are warranted on the same basis as stated in the Five Year Warranty.

## TO OBTAIN WARRANTY PERFORMANCE

- 1) Contact the Service Company that installed your furnace; if the Mortex furnace part or workmanship is defective, the Service Company can assist you with fulfillment of Warranty Performance.
- 2) If you live in a new home, contact the nearest Mortex Distributor. If the location of the nearest distributor cannot be determined or if there is no distributor close to you, call Mortex Warranty Dept. at 817-624-8581 during normal business hours. They will advise you of action to take. Collect calls will not be accepted.
- 3) Be prepared to supply furnace Model No., Serial No., and a bill of sale for the furnace. If furnace is installed as original equipment in a residence, evidence of ownership and purchase date must be presented when a claim is made. A bill of sale or other documentation can be used to establish ownership./purchase date.

**THIS WARRANTY DOES NOT INCLUDE LABOR** or other costs incurred in diagnosing, repairing, removing, installing, shipping, servicing or handling of either defective parts or replacement parts.

LIMITATION OF WARRANTIES - ALL IMPLIED WARRANTIES (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY) ARE HEREBY LIMITED IN DURATION TO THE PERIOD FOR WHICH EACH LIMITED WARRANTY IS GIVEN. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THE EXPRESSED WARRANTIES MADE IN THIS WARRANTY ARE EXCLUSIVE AND MAY NOT BE ALTERED, ENLARGED, OR CHANGED BY ANY DISTRIBUTOR, DEALER, OR OTHER PERSON WHATSOEVER. ALL WORK UNDER THE TERMS OF THIS WARRANTY SHALL BE PERFORMED DURING NORMAL WORKING HOURS. ALL REPLACEMENTS PARTS, WHETHER NEW OR REMANUFACTURED, ASSUME AS THEIR WARRANTY PERIOD ONLY THE REMAINING TIME PERIOD OF THIS WARRANTY.

## **MORTEX WILL NOT BE RESPONSIBLE FOR:**

- 1. Normal maintenance as outlined in the installation and servicing instructions or owners manual including filter cleaning and or replacement.
- 2. Damage or repairs required as a consequence of faulty installation or application by others.
- 3. Failure to start due to voltage conditions, blown fuses, open circuit breakers or other damages due to the inadequacy or interruption of electrical service.
- 4. Damage or repairs needed as a consequence of misapplication, abuse, improper servicing, unauthorized alteration or improper operation.
- 5. Damage as a result of floods, winds, fires, lightning, accidents, corrosive atmosphere or other conditions beyond the control of Mortex.
- 6. Parts not supplied or designated by Mortex.
- 7. If the owner elects to use non-authorized parts or components which are not equivalent to factory parts or components, and which cause equipment failure, the expressed warranty will not be honored.
- 8. Mortex products installed outside the continental U.S.A., Alaska or Hawaii.
- 9. Electricity or fuel costs or increases in electricity or fuel costs for any reason whatsoever.
- 10. ANY SPÉCIAL, INDIRECT OR CONSEQUENTIAL PROPERTY OR CÓMMERCIAL DAMAGE OF ANY NATURE WHATSOEVER. Some states do not allow the exclusion of incidental or consequential damages, so the above limitation may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

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