## LIMITED WARRANTY

DAYTON ONE-YEAR LIMITED WARRANTY. DAYTON® PORTABLE OIL-FIRED HEATERS, MODELS COVERED IN THIS MANUAL, ARE WARRANTED BY DAYTON ELECTRIC MFG. CO. (DAYTON) TO THE ORIGINAL USER AGAINST DEFECTS IN WORKMANSHIP OR MATERIALS UNDER NORMAL USE FOR ONE YEAR AFTER DATE OF PURCHASE. ANY PART WHICH IS DETERMINED TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP AND RETURNED TO AN AUTHORIZED SERVICE LOCATION, AS DAYTON DESIGNATES, SHIPPING COSTS PREPAID, WILL BE, AS THE EXCLUSIVE REMEDY, REPAIRED OR REPLACED AT DAYTON'S OPTION. FOR LIMITED WARRANTY CLAIM PROCEDURES, SEE "PROMPT DISPOSITION" BELOW. THIS LIMITED WARRANTY GIVES PURCHASERS SPECIFIC LEGAL RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

**LIMITATION OF LIABILITY.** TO THE EXTENT ALLOWABLE UNDER APPLICABLE LAW, DAYTON'S LIABILITY FOR CONSEQUENTIAL AND INCIDENTAL DAMAGES IS EXPRESSLY DISCLAIMED. DAYTON'S LIABILITY IN ALL EVENTS IS LIMITED TO AND SHALL NOT EXCEED THE PURCHASE PRICE PAID.

**WARRANTY DISCLAIMER.** A DILIGENT EFFORT HAS BEEN MADE TO PROVIDE PRODUCT INFORMATION AND ILLUSTRATE THE PRODUCTS IN THIS LITERATURE ACCURATELY; HOWEVER, SUCH INFORMATION AND ILLUSTRATIONS ARE FOR THE SOLE PURPOSE OF IDENTIFICATION, AND DO NOT EXPRESS OR IMPLY A WARRANTY THAT THE PRODUCTS ARE MERCHANTABLE, OR FIT FOR A PARTICULAR PURPOSE, OR THAT THE PRODUCTS WILL NECESSARILY CONFORM TO THE ILLUSTRATIONS OR DESCRIPTIONS. EXCEPT AS PROVIDED BELOW, NO WARRANTY OR AFFIRMATION OF FACT, EXPRESSED OR IMPLIED, OTHER THAN AS STATED IN THE "LIMITED WARRANTY" ABOVE IS MADE OR AUTHORIZED BY DAYTON.

**Technical Advice and Recommendations, Disclaimer.** Notwithstanding any past practice or dealings or trade custom, sales shall not include the furnishing of technical advice or assistance or system design. Dayton assumes no obligations or liability on account of any unauthorized recommendations, opinions or advice as to the choice, installation or use of products.

**Product Suitability.** Many jurisdictions have codes and regulations governing sales, construction, installation, and/or use of products for certain purposes, which may vary from those in neighboring areas. While attempts are made to assure that Dayton products comply with such codes, Dayton cannot guarantee compliance, and cannot be responsible for how the product is installed or used. Before purchase and use of a product, review the product applications, and all applicable national and local codes and regulations, and be sure that the product, installation, and use will comply with them.

Certain aspects of disclaimers are not applicable to consumer products; e.g., (a) 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; (b) also, some jurisdictions do not allow a limitation on how long an implied warranty lasts, consequently the above limitation may not apply to you; and (c) by law, during the period of this Limited Warranty, any implied warranties of implied merchantability or fitness for a particular purpose applicable to consumer products purchased by consumers, may not be excluded or otherwise disclaimed.

**Prompt Disposition.** A good faith effort will be made for prompt correction or other adjustment with respect to any product which proves to be defective within limited warranty. For any product believed to be defective within limited warranty, first write or call dealer from whom the product was purchased. Dealer will give additional directions. If unable to resolve satisfactorily, write to Dayton at address below, giving dealer's name, address, date, and number of dealer's invoice, and describing the nature of the defect. Title and risk of loss pass to buyer on delivery to common carrier. If product was damaged in transit to you, file claim with carrier.

Manufactured for Dayton Electric Mfg. Co. 100 Grainger PKWY. Lake Forest, Illinois 60045 U.S.A.

