



## **ONE YEAR LIMITED WARRANTY (ELECTRIC STOVE)**

Twin-Star International, Inc. (the “Company”) warrants to the original purchaser of a new ClassicFlame Electric Stove (the “Stove”) is free from manufacturing defects in materials and workmanship for a period of one (1) year from the date of original retail purchase from a qualified/authorized Twin-Star dealer, subject to the following terms, conditions and limitations. This warranty is for the USA and Canada only.

### ***I. What this limited warranty covers and for how long***

The Company warrants the Stove covered by this limited warranty to be free from defects in material and workmanship for a period of one (1) year from the date of original retail purchase, as follows: replacement of defective products or parts (with no in-home services) as further described in Part IV below.

### ***II. What this limited warranty does not cover***

This limited warranty does not apply to (a) Stove components that have been repaired (except by the Company or its authorized service representatives) or otherwise altered or modified, (b) damage, malfunction or defects resulting from shipping or transit, misuse, abuse, accident, neglect, incorrect installation, improper maintenance or handling, or operation with an incorrect power source, (c) damage from fire, water, lightning, power surges, abnormal environmental conditions or other acts of nature, and (d) normal wear and tear. The Company reserves the right to assess all warranty claims and to determine if the claimed defects or damages are covered by this limited warranty. This limited warranty applies only to the original purchaser of the Stove from a qualified/authorized Twin-Star dealer in the USA or Canada, and is not transferable.

### ***III. What you must do to get service under this limited warranty***

For warranty service, please contact the Company by phone at 1-866-661-1218, or by mail at 115 SE 4<sup>th</sup> Avenue, Delray Beach, FL 33483, USA. Please have proof of purchase, catalogue/model, manufacturer’s date code and serial numbers available when calling. Proof of purchase showing the original purchase date and location is required to obtain warranty service.

### ***IV. What the Company will do in the event of a covered warranty claim***

For valid warranty claims made prior to the first anniversary of the date of original retail purchase, the Company will elect in its sole discretion to either repair or replace the

covered defective product or part without charge. If the Company is unable to repair or replace the covered defective product or part, or if repair or replacement is not commercially practicable or cannot be timely made, the Company may elect in its sole discretion, in lieu of replacement, to refund the purchase price for the defective product or part. Warranty services under this paragraph do not include on-site or in-home warranty services, and you will be solely responsible for all expenses incurred for the removal of the defective product or part and installation of the replacement product or part, including, without limitation, all labor costs and all shipping and transportation costs to and from the Company and/or its authorized dealer or service agent.

All warranty services will be performed solely by the Company's authorized dealers or service agents. On-site or in-home services not covered by this limited warranty may be performed at your specific request and expense, at the Company's customary rates for such services.

#### ***V. DISCLAIMER OF WARRANTIES AND LIABILITY LIMITATIONS***

THERE ARE NO EXPRESS WARRANTIES MADE BY THE COMPANY OTHER THAN THOSE LIMITED WARRANTIES DESCRIBED ABOVE. THE COMPANY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT ANY APPLICABLE JURISDICTION PROHIBITS DISCLAIMER OF IMPLIED WARRANTIES, SUCH IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIODS OF TIME SET FORTH IN THE EXPRESS LIMITED WARRANTIES DESCRIBED ABOVE.

IN NO EVENT WILL THE COMPANY, OR ANY OF ITS DIRECTORS, OFFICERS OR AGENTS, BE LIABLE TO ANY PURCHASER, OWNER, OR USER OF THE STOVE, OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, IN TORT, OR ON ANY OTHER BASIS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL LOSS, COST, OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE SALE, MAINTENANCE, USE, OR INABILITY TO USE THE STOVE, EVEN IF THE COMPANY OR ITS DIRECTORS, OFFICERS OR AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES, COSTS OR DAMAGES, OR IF SUCH LOSSES, COSTS, OR DAMAGES ARE FORESEEABLE. IN NO EVENT WILL THE COMPANY, OR ANY OF ITS DIRECTORS, OFFICERS OR AGENTS, BE LIABLE FOR ANY DIRECT LOSSES, COSTS, OR DAMAGES THAT EXCEED THE PURCHASE PRICE OF THE STOVE.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

**ANY AND ALL SERVICE OR REPAIR WORK DEEMED NECESSARY MUST BE PERFORMED BY A REPAIR SPECIALIST. DO NOT ATTEMPT TO DO ANY SERVICE OR REPAIR WORK YOURSELF. IMPROPER SERVICE OR REPAIR MAY RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH.**

This limited warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. The provisions of the United Nations Convention on Contracts for the Sale of Goods shall not apply to this limited warranty or the sale of products covered by this limited warranty.