ONE YEAR LIMITED WARRANTY

This Whynter Upright Freezer is warranted, to the original owner within the 48 continental states, for one year from the date of purchase against defects in material and workmanship under normal use and service. Should your upright freezer prove defective within one year from the date of purchase, return the defective part or unit, freight prepaid (within two months of purchase; after two months to one year, customer will be responsible for freight cost to Whynter's service department), along with an explanation of the claim to Whynter LLC. Please package the upright freezer carefully in its original packaging material to avoid damage in transit. <u>Please retain the original box and packaging material.</u> Under this warranty, Whynter will repair or replace any parts found defective. This warranty is not transferable. After the expiration of the warranty, the cost of labor and parts will be the responsibility of the original owner of the unit.

THIS WARRANTY DOES NOT COVER:

- Acts of God, such as fire, flood, hurricanes, earthquakes and tornadoes.
- Damage, accidental or otherwise, to the upright freezer while in the possession of a consumer not caused by a defect in material or workmanship;
- Damage caused by consumer misuse, tampering, or failure to follow the care and special handling provisions in the instructions.
- Damage to the finish of the case, or other appearance parts caused by wear.
- Damage caused by repairs or alterations to the product by anyone other than authorized by the manufacturer.
- Freight and Insurance cost for the warranty service.

DISCLAIMER OF IMPLIED WARRANTIES; LIMITATION OF REMEDIES

CUSTOMER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY SHALL BE PRODUCT REPAIR OR REPLACEMENT AS PROVIDED HEREIN. CLAIMS BASED ON IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO ONE YEAR OR THE SHORTEST PERIOD ALLOWED BY LAW, BUT NOT LESS THAN ONE YEAR. WHYNTER SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES SUCH AS PROPERTY DAMAGE AND INCIDENTAL EXPENSES RESULTING FROM ANY BREACH OF THIS WRITTEN LIMITED WARRANTY OR ANY IMPLIED WARRANTY. SOME STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSE- QUENTIAL DAMAGES, OR LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, SO THESE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WRITTEN WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

> To obtain service or information, contact Whynter via email at <u>service@whynter.com</u> or call 866-WHYNTER.

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