## LIMITED EXPRESS WARRANTY

Effective June 1, 2013, American Range (hereafter AMR) hereby provides the following limited express warranty ("Warranty") to the original residential user ("Owner") for its new RESIDENTIAL Product(s) to be free from defects in material and workmanship in the normal household use for the Warranty period(s) set forth below, beginning from the date of purchase under the terms and conditions as follows:

This Warranty is applicable only on new AMR residential Products and is non-transferrable. This Warranty is not applicable to AMR commercial Products. This Warranty is strictly limited to Products sold to the original Owner in the United States or Canada, and said Owner shall not be entitled to transfer this Warranty to third parties. This Warranty is also not applicable on AMR residential Products that are used for commercial purposes, including without limitation, vacation rentals, clubs, government facilities, non-profit groups, bed and breakfast facilities, and board and care facilities.

Warranty Period: In the event that Owner fails to promptly register the Product(s) with AMR within ninety (90) days of the date of purchase, the Warranty period shall be strictly limited to a period of one-year for parts and labor, from the date of purchase. Proof of purchase is required for all claims under this Warranty.

However, for all Products registered with AMR, with proof of purchase, and within ninety days from the date of purchase, the Warranty period shall be for a period of Three (3) Years from the date of purchase, subject to the terms and conditions herein.

In addition, for all Products properly registered with AMR, as set forth within this Warranty, the following parts only shall have a <u>limited lifetime warranty</u>, subject to the terms and conditions herein, for the life of the Product(s).

Knobs, Chrome Racks, Cast Iron Grates, aeration drip pan for Performer Series only (ARROB), Grease Can for use with grill and griddles, Sealed and Open burner heads only, and Laser Etched Control Panel Graphics.

Owner shall be responsible to pay \$25.00 per each knob (\$35.00 USD per each knob for claims from Canada), and \$35.00 per each rack, grate, drip pan, grease can, burner head, and laser etched graphic (\$45.00 USD per each such item for claims from Canada) for shipping and handling of each such ordered part (per item) to be replaced under this Warranty.

After the limited Warranty period, Owner shall be responsible for all labor costs under the limited lifetime warranty.

Exceptions to the Warranty: Rubber seals, light bulbs, and gaskets are covered for a period of ninety (90) days only. Oven glass, porcelain, and Products that are not defective, but that require adjustments for normal wear and tear are expressly excluded from this Warranty.

## Warranty Claims:

In the event of a claim for repair of the Product(s), and to obtain warranty service, Owner must contact either (i) the dealer from whom the product was purchased; (ii) an authorized AMR service agent; or (iii) an AMR Residential service support at 1-888-753-9898. You will be asked to provide a model and serial number; and date of original purchase.

AMR shall provide all new replacement parts and all repair labor under the Warranty.

Under the terms of this Warranty, service must be performed by a factory authorized AMR service agent/representative, and approved in advance by AMR. AMR shall not be responsible for labor costs that have not been pre-approved, with written confirmation by AMR. All repair services shall be provided during normal business hours. AMR will not be responsible for premium time or overtime charges for labor covered under this warranty or for repairs made without AMR authorization. Such charges shall be the responsibility of the Owner.

Limitation of Warranty: AMR shall have no obligation under this Warranty as to any Product(s) which have been misapplied, mishandled, abused, misused, modified, altered, subject to improper cleaning methods, subject to harsh chemical action, modified by unauthorized service personnel, damaged by accidents, flood, fire, smoke, public unrest, earthquake, tornado, hurricane, other acts of God, Owner negligence, reasons beyond the control of AMR, failures due to improper installation, insufficient gas or electrical supply, problems due to improper ventilation, or removed/altered serial numbers. Any damage due to water, chemical, or direct contact to infrared burners will also not be covered under this Warranty. This Warranty shall be void if the Product(s) are not properly installed by a licensed plumber, and not properly calibrated for electrical and gas connectivity, gas line size, correct pressure, and properly leveled. Additionally, AMR factory recommended cleaning instructions must be followed by Owner at all times or this Warranty shall be voided by AMR.

THIS WARRANTY IS LIMITED AND MADE IN LIEU OF ANY AND ALL OTHER SUCH WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILTY OR FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE LIABILITY OF AMR IS SET FORTH HEREIN THIS WARRANTY. OWNER SPECIFICALLY UNDERSTANDS AND ACKNOWLEDGES THAT THERE ARE NO WARRANTIES, EITHER EXPRESSED OR IMPLIED HEREUNDER OTHER THAN THE WARRANTIES WHICH ARE SPECIFICALLY STATED HEREIN. SAID OWNER SHALL NOT RELY ON ANY OTHER ASSERTIONS REPRESENTATIONS OR STATEMENTS BY AMR OR ITS AGENTS, OTHER THAN THOSE SPECIFICALLY EXPRESSED IN THIS WARRANTY.

AMR'S LIABILITY ON ANY CLAIM OF ANY KIND IS EXPRESSLY LIMITED AND SHALL NOT EXCEED THE PRICE OF THE PRODUCT(S) OR PART(S) THEREOF THAT GIVE RISE TO SUCH CLAIM.

Failure by AMR to enforce any of its rights under this Warranty shall not be construed as a waiver of those rights. AMR specifically reserves the right to investigate and verify all claims to determine the validity of the claim and the claimant's qualifications under this Warranty. AMR reserves the right to refuse Warranty service in the event that AMR determines that a claimant's right to the Warranty is inapplicable under the terms and conditions herein.

AMR is not responsible for consequential or incidental damage whether arising out of breach of warranty, breach of contract, tort, or any other legal theory, including without limitation, property damage, bodily injury, loss of use, and/or lost profits.

This Warranty gives the Customer certain legal rights. The customer may also have other legal rights which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, or do not allow the exclusion or limitation of incidental or consequential damages. If such laws apply, the limitations or exclusions contained in the terms and conditions of this Warranty may not apply to all such Owners.

AMR expressly reserves the right to make changes to their Warranty policy before or after purchase by the Owner.