Element Appliance Limited Warranty

(the "Products" or "Product" when referencing a singular product herein)

This Product (including any accessories included in the original packaging) as supplied and distributed in new condition, is warranted by Element Appliance Company, LLC ("Element") to the original customer who purchases the Product from an authorized Element retailer (the "Original Customer" or "you") against defects in material and workmanship under proper use, maintenance, and care according to the owner's manual, warnings, and instructions accompanying the Product ("Warranty") as follows:

* **PLEASE NOTE** – Proof of purchase evidencing the date of purchase by the Original Purchaser from an authorized Element retailer ("Valid Proof of Purchase") is **required** for all Warranty service. The express Warranty set forth herein is subject to all terms and conditions set forth below.

1. WARRANTY SERVICE:

A. ONE-YEAR WARRANTY: Except as provided in subpart 1.B below, for a period of **one (1) year** from the date of purchase by the Original Customer (the "Warranty Period"), if the parts or components covered by this Warranty are determined by Element or Element's authorized service provider to be defective in material or workmanship, Element will, at its sole and absolute discretion and option: (i) repair the defective part or component at no charge to the Original Customer, (ii) replace the defective Product with a new Product of similar or better quality, at no charge to the Original Customer, or (iii) refund the documented purchase price paid by the Original Customer (excluding tax) to the Original Customer upon return of the defective Product as directed by Element. After the Warranty Period expires, the Original Customer must pay for all parts, components, shipping and handling, labor, and replacement costs associated with the Product or any part or component thereof, regardless of any defects in the Product or any part or component thereof.

B. LIMITED EXTENDED WARRANTY THROUGH PRODUCT REGISTRATION: If and only if the Original Customer registers the Product at www.elementelectronics.com within **ninety (90)** days of the date of purchase by the Original Customer, then the Warranty Period discussed in subpart 1.A. above shall be extended an additional one (1) year to a new Warranty Period equaling **two (2) years** from the date of purchase by the Original Customer. If the Product is not registered as provided for in this subpart 1.B, then the standard one-year Warranty Period set forth in subpart 1.A shall apply.

C. TIMING AND PROCEDURE: Before Warranty service can commence, the Original Customer must contact either (i) the retailer from whom the Original Customer purchased the Product, or (ii) Element directly, in either case for problem determination and service procedures. Valid Proof of Purchase evidencing that the Product is within the Warranty Period MUST be presented by Original Customer in order to obtain the requested Warranty service. Please have your model and serial number available, along with your date of purchase of the Product. To remain eligible for Warranty service, Original Customer may not return the Product or any part or component thereof to the retailer or Element without Element's prior written consent.

2. EXCLUSIONS AND LIMITATIONS TO WARRANTY SERVICE

The Warranty covers manufacturing defects in materials and workmanship of the Product encountered in the normal, non-commercial use of the Product, and **does not cover** (a) damages or malfunctions resulting from improper or unreasonable use or maintenance, abuse, negligence, failure to follow instructions contained in any written materials that accompany the Product, deterioration by reason of excess moisture, corrosive atmosphere, lightning, power surges, connections to improper voltage supply, unauthorized alteration, or other external causes such as extremes in temperature or humidity, modifications, scratches or discoloration; (b) any damage caused by using non-authorized parts or service facilities for repair of Products (however, for avoidance of doubt, using non-authorized parts or service facilities will not, in and of itself, void the Warranty); (c) transportation, shipping, delivery, pickup, insurance, installation, or set-up costs; (d) ordinary wear and tear, cosmetic damage, or damage due to acts of nature, including but not limited to, water, floods, wind, storm, tornado, earthquake, or fire, or due to damage caused by extraordinary impact events, such as dropping, crushing, demolition or other extraordinary damage; (e) commercial use of the Product, or use of the Product for anything other than single-family household or residential use; or (f) modification of the Product or any part of the Product.

This Warranty is made to the Original Customer only and does not cover Products sold AS IS or WITH ALL FAULTS. The Warranty is invalid if the factory-applied serial number has been altered or removed from the Product. This Warranty is valid only in the United States, and only applies to Product if it was purchased and serviced in the United States. The addition of equipment or features to the Product that are not manufactured or recommended by Element could affect the intended function of the Product, and therefore may void the Warranty. Furthermore, the exposure of the Product to chemicals, heat, cold, humidity, or other elements can affect the Product components, and therefore, the Warranty does not cover discoloration, fading, cosmetic changes, rust, or any damages or failure related to any such items. The Warranty is contingent upon the proper use, maintenance, and care of the Product. The Warranty may be void if the Product has been used in a manner contradictory to, or in violation of, the terms of the user's manual, warnings, or instructions accompanying the Product.

THIS WARRANTY IS MADE IN LIEU OF AND SUPERSEDES ALL OTHER WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR GENERAL USE, WHETHER EXPRESS, IMPLIED, COLLATERAL, STATUTORY, OR PROVIDED BY COMMON LAW, THE UNIFORM COMMERCIAL CODE, OR OTHERWISE. ELEMENT FURTHER DISCLAIMS ALL WARRANTIES AFTER THE END OF THE WARRANTY TERM DEFINED ABOVE. NO OTHER EXPRESS WARRANTY OR GUARANTY GIVEN BY ANY OTHER PERSON, FIRM, OR ENTITY WITH RESPECT TO THE PRODUCT SHALL BE BINDING ON ELEMENT. REPAIR, REPLACEMENT, OR REFUND OF THE ORIGINAL PURCHASE PRICE, AT ELEMENT'S SOLE DISCRETION, ARE THE EXCLUSIVE REMEDIES OF THE CUSTOMER.

ELEMENT SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT. THESE INCLUDE, BUT ARE NOT LIMITED TO, ANY DAMAGES IN THE FORM OF LOST PROFITS, LOSS OF USE, LEGAL FEES, ECONOMIC LOSS, PERSONAL INJURIES, OR ANY OTHER DAMAGES CAUSED BY CIRCUMSTANCES BEYOND THE CONTROL OF ELEMENT. NOTWITHSTANDING THE FOREGOING, ELEMENT'S AGGREGATE LIABILITY TO ANY CUSTOMER SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCT. THIS WARRANTY SHALL NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL CUSTOMER WHO PURCHASED THE PRODUCT, AND IS NOT

TRANSFERRABLE. NO PERSON IS AUTHORIZED TO ALTER, EXTEND, OR WAIVE THIS WARRANTY OR ANY OF ITS TERMS OR CONDITIONS.

Some states do not allow the exclusion or limitation of incidental or consequential damages, or allow limitations on warranties, so the above limitations or exclusions may not apply to you. This Warranty gives you specific rights, and you may have other rights, which vary from state to state. The exclusions and limitations to the Warranty apply to the maximum extent permitted by law and unless restricted or prohibited by law. Where any term of this Warranty is prohibited by applicable law, it shall be null and void, but the remainder of this Warranty shall remain in effect.

PLEASE DIRECT ALL CORRESPONDENCE TO:

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https://elementelectronics.com