

LIMITED WARRANTY ON THOR KITCHEN PRODUCTS

Ver. No: 09212022

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. PLEASE REFER TO WWW.THORKITCHEN.COM FOR THE MOST UP TO DATE VERSION.

WHO MAY USE THIS WARRANTY?

Thor Kitchen (“we” or “Thor Kitchen”) extends this limited warranty only to the consumer who originally purchased the Product, as defined below (“you”). It does not extend to any subsequent owner or other transferee of the Product. You **MUST** have your original purchase receipt in order to obtain your warranty. Please call the toll-free number below for troubleshooting and warranty service claims.

WHAT IS THE PERIOD OF COVERAGE?

This limited warranty starts on the date of your purchase and lasts for 2-Years (the “Warranty Period”), except for certain products listed below that may only cover costs of parts under this warranty. The Warranty Period is not extended if we repair or replace the Product. Coverage terminates if you sell or otherwise transfer the Product.

WHAT DOES THIS WARRANTY COVER?

This limited warranty covers defects in materials and workmanship of your new Thor Kitchen’s products (“Product”) and the internal component of the Product for the Warranty Period. Depending on the Product you purchased from us, the limited warranty coverage might be different.

If your Thor Kitchen product is used in a setting other than Single Family Residential Use, it will be considered for Commercial Use and the product will carry a 6-month parts and labor warranty (6-month Parts Warranty for the products with parts labor warranty only) from the date of purchase.

This 2-Year warranty covers expenses for parts and labor for all Thor Kitchen Products, except:

- Outdoor Kitchen Suite category: 2-Years Parts Only

For all products in the Cooling category:

- *In the event of a sealed system failure, the unit would be replaced with a new or refurbished model equal to or with similar features as the original product purchased by you at Thor’s discretion.

WHAT WILL THOR KITCHEN DO UNDER THIS WARRANTY?

With respect to defective Products during the Warranty Period, we will, in our sole discretion, either repair or replace such Product (or the defective part) free of charge, except for certain Products listed above that you may be covered only the costs for parts under this limited warranty.

Repair parts or replacement products covered by this limited warranty may be new or factory-remanufactured and are warranted for the greater of (i) the remaining Warranty Period for the original product warranty or (ii) ninety (90) days from the date the repair part is installed, or the replacement product is delivered.

In-home repair service within the United States may be provided during the Warranty Period subject to availability. In-home repair service may not be available in all areas.

If Thor Kitchen's technicians cannot repair a defect of a product determined by the sole discretion of Thor Kitchen, the Product may be replaced with a new or refurbished model equal to or with similar features as the original product purchased by you at Thor's discretion. Replacement product will be covered by the greater of (i) the remaining Warranty Period of the original product warranty or (ii) ninety (90) days from the date the replacement product is delivered.

This limited warranty covers Thor Kitchen's Products within the United States and Canada.

WHAT DOES THIS WARRANTY NOT COVER?

This limited warranty does not cover the following:

- Damages in shipping and transportation of the Product, unless such damages are reported to Thor Kitchen within seven (7) days after the Product is delivered
- Cosmetic damages to the Product, including scratches, dents, chips or other damages to the finishing of the Product, unless such damages are resulted from defects of materials or workmanship and reported to Thor Kitchen within ninety (90) days after the Product is delivered
- Any damages due to: Improper installation; failure to follow the Product instructions or to perform any preventive maintenance; normal wear and tear; services or repairs performed by an unauthorized service center; modifications; external causes such as accidents, abuse, or other actions or events beyond Thor's reasonable control.
- Disposal fees for the Product
- Performance issues of the Product caused by defects of the Product outside the Warranty Period
- Damages incurred to the home or premises during installation of the Product, including but not limited to the floors, walls, and furniture
- Rust on interior or exterior of the Product
- Products which model or serial number that has been defaced, removed, modified, altered, or missing
- Product models that are sold as-is, display, resale, auction, liquidation, outlet, or discontinued products, etc.
- Content losses of food due to spoilage
- Freezer and refrigerator liners
- Replacement of the light bulbs, filters, plastic housing, or other expendable items in the Product

- Acts of nature, including but not limited to damages caused by pest, vermin, lightning, wind, fire, flood, or acts of God
- Shipping and transportation charges in case of repair or replacement
- Costs for travel, mileages, and transportation for warranty service if the Product is located in a remote area where service by Thor Kitchen's authorized service providers is not available
- Service calls to Thor Kitchen that do not cover by this limited warranty

HOW DO YOU OBTAIN WARRANTY SERVICE?

To obtain warranty service, you must call 877-288-8099 or create a Service Case on our website at WWW.THORKITCHEN.COM/SERVICE during the Warranty Period.

LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

DISCLAIMER OF IMPLIED WARRANTIES

TO THE EXTENT NOT PROHIBITED BY LAW, THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS LIMITED WARRANTY STATEMENT AND TO THE EXTENT NOT PROHIBITED BY LAW, WE DISCLAIM ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO YOU.

TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

THE LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT WWW.THORKITCHEN.COM AND IN THE DOCUMENTATION WE PROVIDE WITH THE PRODUCT.