

STELLARI WARRANTY

Effective: January 1, 2025 — Version 1.2

This document is also available in French upon Request.
Ce document est également disponible en français sur demande.

ARBITRATION NOTICE: THIS LIMITED WARRANTY CONTAINS AN ARBITRATION PROVISION THAT REQUIRES YOU AND STELLARI TO RESOLVE DISPUTES BY BINDING ARBITRATION INSTEAD OF IN COURT, UNLESS YOU CHOOSE TO OPT OUT. IN ARBITRATION, CLASS ACTIONS AND JURY TRIALS ARE NOT PERMITTED. PLEASE SEE THE SECTION TITLED "PROCEDURE FOR RESOLVING DISPUTES" BELOW.

The section titles and headings in this warranty are for convenience only and shall not affect the interpretation of the provisions herein.

By using this product or accessing warranty support electronically, you consent to receive warranty notices, updates, and service communications electronically, and agree that such electronic records and notices shall have the same legal effect as paper documents. Access to this warranty via Stellari's website or included QR code shall constitute delivery of the warranty terms. Physical documentation is not required to enforce or invoke warranty rights.

Proof of Purchase Required

Stellari reserves the right to request **valid proof of purchase** at the time a warranty claim is submitted to verify warranty eligibility and confirm that the product falls within the coverage period of this Limited Warranty.

When contacting Stellari Customer Service for warranty assistance, please have the following information readily available:

- Your full name, address, and telephone number
- The product model number and serial number (located on the appliance rating plate)
- A clear and detailed description of the issue
- A copy of the original sales receipt, including the name and address of the dealer or retailer

Failure to provide proof of purchase may result in denial of warranty coverage.

Stellari may require photographic or video evidence, maintenance logs, or additional proof of product failure before warranty service is authorized. Failure to provide requested documentation may result in denial of the claim.

Purchaser Responsibilities

The purchaser is responsible for any service call fees incurred for the following:

- Requests to demonstrate or confirm the proper operation of the appliance
- Issues resulting from improper installation
- Cosmetic concerns or malfunctions caused by use that is not in accordance with the instructions outlined in the Use and Care Manual

Additionally, the purchaser is responsible for ensuring that the appliance is **readily accessible for servicing**. Any costs associated with removing cabinetry, trim, flooring, or other obstructions are the responsibility of the purchaser.

Requesting Service

Before requesting service, please ensure the product has been installed, operated, and maintained in accordance with the instructions provided in the User Manual. **Warranty claims may be denied if the issue is found to result from misuse, neglect, or user error.**

For troubleshooting assistance or to request warranty service, please contact:

Stellari Appliances Customer Care

 **310-620-2021**

Our team is available to help determine whether service is required or if the issue can be resolved through guided troubleshooting.

Accessibility Statement

If you require this warranty in **alternative formats** (e.g., large print, braille, or audio) or **additional language translations**, please contact our Customer Support Team at:

- Phone: 310-620-2021
- Email: support@stellarihome.com

We are committed to making our warranty and service process accessible to all users, including those with disabilities or language barriers.

Model and Serial Number

The **model number** and **serial number** of your range can be found on the **rating plate**, typically located on the appliance itself (refer to the User Manual for exact placement).

Please reference both the model and serial number when contacting **Stellari Customer Service** or your original dealer. This information is essential for accurate identification and service of your product.

Eligibility for Limited Warranty Coverage

The limited warranty provided by Stellari applies exclusively to the original purchaser of a new Stellari appliance, under the following conditions:

- The appliance was purchased **new at retail** (not a display model, "as is," previously returned, or refurbished), and was **not purchased for resale or commercial use**.
- The appliance has been used solely for **normal residential (non-commercial) purposes** and installed in a single-family home or equivalent setting.
- The appliance was purchased and installed **within the United States or Canada** and has remained within the country of original purchase throughout its use.
- This warranty does not apply to, and Stellari is not responsible for, any warranty claims made on products sold or used outside the Contiguous (48) United States. To be clear, this warranty excludes the states of Alaska and Hawaii and all offshore territories.

Non-Transferability of Warranty

This warranty is **non-transferable** and applies **exclusively to the original purchaser** of the range, provided the product has been installed and used for normal residential purposes.

The warranty does **not extend to any subsequent owner(s)**. Any sale, assignment, or transfer of the appliance or associated rights to another individual or entity—**without the prior written consent of Stellari**—will render this warranty **null and void**, including all express and implied warranties, such as merchantability or fitness for a particular purpose.

This warranty is provided **solely for the benefit of the original purchaser** and does not extend or confer any rights to any third party, including but not limited to **subsequent owners, tenants, guests, or other users** of the appliance.

Builder and New Construction Purchases: Units purchased by builders or developers and included as part of new home construction shall be considered covered under this Limited Warranty, provided that the unit is installed in a residential setting and transferred to a single end-user occupant as part of the home's initial occupancy. Coverage applies only to that first end-user and is subject to all other terms and conditions of this warranty.

Limited Warranty Duration

Stellari warrants that the product is **free from defects in materials and workmanship** for a period of **three hundred sixty-five (365) days** from the original date of purchase.

This warranty period begins on the date of purchase as shown on the original sales receipt and shall **not be extended, paused, or suspended** for any reason, including but not limited to service delays, product non-use, or repair periods.

Cosmetic Exclusions: This Limited Warranty does not extend to cosmetic issues, including but not limited to surface scratches, discoloration, stains, minor dents, or other imperfections in the finish or appearance of the product that do not affect its functionality or performance. Such cosmetic variations are considered normal wear and tear or are deemed non-functional and are therefore excluded from warranty coverage.

Limited Warranty Coverage and Terms of Service

Warranty Period	Scope of Warranty	How Service is Handled
One (1) year from the date of original retail purchase	Parts and Labor (internal / functional parts only)	Stellari will provide, free of charge, all labor and parts to service any manufacturer's defect(s) during the warranty period.

Stellari provides a **one-year limited warranty** from the date of original retail purchase, applicable exclusively to the **original purchaser**, provided that the appliance has been installed and operated in accordance with the instructions outlined in the accompanying User Manual.

This warranty covers **all functional parts** and **labor required** to repair defects in materials or workmanship that arise under **normal residential use**.

Claim Timing & Customer Responsibilities

- **Claims must be submitted within three (3) days** of discovering a defect, and always **within the original warranty period**. Claims filed outside this timeframe may be denied.
- The purchaser has a **duty to take reasonable measures** to prevent further damage upon discovering a defect. Continued use of a known defective product may result in denial of warranty coverage for resulting damage.
- If the purchaser **refuses the warranty solution** offered by Stellari, the warranty shall be considered **void**, and Stellari shall have no further obligations, including cost coverage or service arrangements.

Inspection and Access Requirements

Stellari, or its authorized designees, reserves the right to **inspect the product and its installation** prior to authorizing any warranty service. The purchaser must provide Stellari with:

- Access to the location where the appliance is installed
- All requested supporting information and materials

Compliance with these requirements is a condition of receiving warranty service.

Functional vs. Non-Functional Components

This warranty applies **only to defects related to the functional parts** of the product resulting from materials or workmanship. It does not cover conditions unrelated to the appliance's essential performance or functionality.

Warranty service is contingent upon successful troubleshooting with Stellari's Customer Service team and confirmation that the product is serviceable under the terms of this warranty.

For the purposes of this warranty:

- **Functional parts** are defined as components critical to the operation and performance of the appliance's primary function.
- **Non-functional parts** are considered **cosmetic or aesthetic elements**, including but not limited to **knobs, grates, decorative trims, or other exposed metal surfaces** that do not affect the product's essential functionality.

Remedy For Covered Defects

If a defect is confirmed, Stellari will, at its sole **discretion and expense**:

- Repair the product
- Replace the defective part or unit with a **new or factory-refurbished equivalent**, or
- Provide an alternate resolution deemed appropriate

The **purchaser's sole and exclusive remedy** under this warranty is **repair or replacement** of the defective product. No other remedy, including but not limited to reimbursement, refund, or incidental/consequential damages, shall be available.

Stellari will make every effort to repair defective products before considering replacement. Replacement will only be offered if the product is deemed **irreparable**, as determined solely by Stellari or its authorized service provider.

If the original model or part is no longer available, Stellari may substitute a product of **comparable function, finish, or value** at its sole discretion. Upgraded models may be available at an additional cost.

All warranty repairs must be performed by **Stellari-approved and certified service providers**, unless **explicitly authorized in writing** by Stellari. Warranty service will be conducted **during standard business hours**, subject to technician availability and regional coverage.

Note: Service providers are independent entities and are not agents, partners, affiliates or representatives of Stellari.

Should a replacement be authorized under this warranty, **freight charges, installation costs, removal fees, and all other incidental expenses** associated with the replacement are **not included** and shall be the **sole responsibility of the purchaser**.

If the purchaser **declines or refuses** the warranty solution offered by Stellari, including repair, replacement, or any other remedy deemed appropriate by Stellari, the warranty shall be considered void with respect to that issue. In such cases, **Stellari will bear no further responsibility** for any costs, services, or obligations related to the warranty claim.

All repaired or replaced components will assume the identity and remaining warranty period of the original unit. The warranty is not extended due to repair or replacement.

Any parts or products replaced under this warranty become the property of Stellari and will not be returned to the purchaser.

Repeated Failure Clause: If the same part of the product fails and is repaired **three (3) times within the warranty period**, and the product fails a fourth time, Stellari will offer a replacement product of equal or better value, subject to availability.

Expert Testimony Disclaimer: Any claims or disputes involving technical or expert assessments must be substantiated by a licensed third-party professional mutually agreed upon by both parties. Stellari reserves the right to contest the validity of unilateral expert reports submitted by the purchaser.

Third-Party Accessories: Stellari shall not be liable for any issues arising from the use of unauthorized components, attachments, or accessories not provided or explicitly approved by Stellari.

Survival of Terms: All limitations of liability, dispute resolution provisions, exclusions, and disclaimers contained in this warranty shall survive the expiration or termination of this warranty, the return of the product, or the provision of a replacement product.

Prohibited Public Claims: The purchaser agrees not to publish or disseminate any unverified claims about the product's performance or warranty service in any public forum, including online reviews or social media, until the warranty process

has been completed. Breach of this obligation may result in denial of coverage.

Limit of Liability

Stellari's total liability under this warranty is **strictly limited to the original purchase price** of the covered product. Under no circumstances shall Stellari be held liable for any amount exceeding the original cost of the unit. The **maximum remedy available**, whether for product repair, replacement, or any other form of compensation under this warranty, shall not exceed the original purchase price paid by the purchaser.

Third-Party Accessories

Stellari shall not be liable for any issues arising from the use of unauthorized components, attachments, or accessories not provided or explicitly approved by Stellari.

Response Time for Warranty Claims

Upon receipt of a valid warranty claim and required documentation, Stellari will make reasonable efforts to contact the customer within ten (14) business days to schedule service, arrange inspection, or provide further instructions. Repair or replacement timelines will vary depending on parts availability and service scheduling.

Non-Covered Service Determinations

If Stellari determines that the reported issue or alleged defect is **not covered under the terms of this Limited Warranty**, Stellari shall have **no obligation to repair, replace, or otherwise service** the product.

However, if Stellari, at its sole discretion, agrees to perform **non-warranty repair services**, a **cost estimate will be provided to the purchaser** in advance. Any such services will be billed at **Stellari's then-current labor and parts rates** and will only be performed upon the purchaser's written approval.

However, if Stellari, at its sole discretion, agrees to perform **non-warranty repair services**, a **cost estimate will be provided to the purchaser** in advance. Any such services will be billed at **Stellari's then-current labor and parts rates** and will only be performed upon the purchaser's written approval.

Service in Remote or Inaccessible Locations

If the product is installed in a **remote location**—defined as more than **25 miles** from the nearest Stellari-authorized service provider—or in a location that is **inaccessible, hazardous, or otherwise difficult to reach** due to environmental or geographic conditions, the purchaser is responsible for:

- All **transportation and delivery costs**, as well as the **risk of loss or damage** associated with shipping the product to the nearest authorized service center, **or**
- All **travel expenses and out-of-pocket costs** incurred by a Stellari-authorized service provider required to visit the installation site to perform warranty services

The labor warranty shall include pre-approved standard straight time labor charges only and reasonable travel time, as determined by Stellari.

Limitation of Remedies and Exclusion of Incidental & Consequential Damages

The purchaser's **sole and exclusive remedy** under this Limited Warranty is the repair or replacement of any part found to be defective in materials or workmanship, as determined by Stellari in accordance with the terms of this warranty. To the maximum extent permitted by law, **Stellari shall not be liable for any special, incidental, indirect, punitive, or consequential damages**, including but not limited to loss of use of the product, time away from work, hotel or restaurant expenses, remodeling or reinstallation costs, loss of revenue or profits, failure to realize expected savings or benefits, property damage, or any other costs, fees, or losses resulting from the use or malfunction of the product. This limitation applies regardless of the legal theory on which the claim is based, even if Stellari has been advised of the possibility of such damages. Stellari shall not be responsible for any damage to persons or property, including damage to the product itself, however caused.

Indemnification

To the fullest extent permitted by law, the purchaser agrees to indemnify, defend, and hold harmless Stellari and its affiliates, officers, agents, and employees from and against any claims, liabilities, damages, or costs (including reasonable attorneys' fees) arising from misuse, unauthorized modification, violation of law, building code, Stellari's published installation instructions, or improper installation of the product.

Residential Use Requirement

This warranty applies only to products installed in a **single-family, residential dwelling** intended for **non-commercial use**.

Residential use is defined as installation in an owner-occupied home, condominium, or townhome where the appliance is used solely by the household's residents and is not shared with unrelated third parties.

Definition of Normal Residential Use: For purposes of this warranty, "normal residential use" refers to typical household cooking activities by occupants in a single-family dwelling. It excludes commercial use, excessive or repetitive high-heat cooking for business purposes, or any use inconsistent with the instructions in the product's User Manual.

This warranty **does not apply** to any product installed in a **commercial or non-residential environment**. Examples of excluded applications include, but are not limited to:

- **Short-term rentals** (e.g., Airbnb, Vrbo)
- **Institutional settings** (e.g., schools, daycare centers, nursing homes, churches, fire stations)
- **Hospitality and food service environments** (e.g., restaurants, bakeries, hotels, bed and breakfasts)
- **Multi-user or public spaces**, such as common areas in apartment buildings, clubhouses, or shared kitchens

The warranty is **void** if the product is installed in any location where **more than one household or unaffiliated** party has rightful access to its use, or if it is otherwise used **outside the scope of normal residential operation**.

Note: Products installed in **owner-occupied units within multi-family dwellings** (such as condominiums or townhomes) may be eligible for warranty coverage, provided that use is not shared with residents of other units.

Exclusion of Implied Warranties

Except as expressly stated in this Limited Warranty, **Stellari makes no other warranties, express or implied**, with respect to this product. Any implied warranties, including but not limited to those of **merchantability, fitness for a particular purpose, or conditions**, are **limited to one (1) year** from the date of original purchase, or to the **shortest period permitted by applicable law**, whichever is greater.

Some states and provinces **do not allow limitations** on the duration of implied warranties. As such, the above limitations **may not apply to you**.

This warranty provides you with **specific legal rights**, and you may also have **additional rights** that vary by state, province, or jurisdiction.

Nothing in this Limited Warranty is intended to affect or diminish any **statutory rights** granted to consumers under applicable national or local laws.

Disclaimer of Additional Representations

Stellari makes **no representations or warranties** regarding the quality, durability, performance, or service requirements of this appliance **beyond those expressly stated in this Limited Warranty**. Any oral or written statements made by dealers, retailers, or third parties that are inconsistent with this warranty shall not be binding upon Stellari.

If you desire additional coverage beyond the scope and duration of this Limited Warranty, please consult Stellari or your authorized retailer regarding the availability of an **extended warranty** or supplemental service plan. Stellari is not responsible for coverage or claims under unauthorized third-party plans.

Out-of-Warranty Products

Once the warranty period has expired, **Stellari is under no legal or contractual obligation** to provide any concessions, including repairs, prorated discounts, replacements, or extensions of coverage.

Any service or parts required after the expiration of the warranty will be provided, if available, at the **purchaser's sole expense**, including all labor and material charges.

Additionally, **warranty coverage automatically terminates** if the product is sold, gifted, or otherwise transferred to another party, unless explicitly authorized in writing by Stellari.

Limited Warranty Exclusions

The warranty coverage described herein excludes all defects or damage that are not the direct fault of Stellari, including without limitation, the following:

1. A service technician visits to instruct the user on correct appliance installation, operation, or maintenance; to make setup adjustments; or to clean and maintain the product.
2. Failure to install and/or operate the appliance within the proper conditions specified by Stellari, including use in residential, outdoor, or mobile applications.
3. Any adjustments required due to improper operating conditions.
4. Correction of installation problems or issues.
5. Use of the product in commercial or industrial applications.
6. Modification of any part of the appliance.

7. Damage caused by improper electrical connections, including use of extension cords, voltage drops, low voltage, defective house wiring, inadequate fuses, power failure, or use with generators.
8. Replacement of house fuses or resetting of circuit breakers.
9. Products that are not accessible for service due to obstructions or installation limitations.
10. Failure to properly maintain the appliance, including lack of preventive maintenance and cleaning as outlined in the User Manual.
11. Products sold or used outside of the United States or Canada; products purchased second-hand; products sold by unauthorized resellers; and products explicitly sold without warranty coverage.
12. Damage sustained during shipping or while moving the appliance.
13. Products without a valid serial number, proof of purchase, or other verifiable documentation confirming warranty eligibility.
14. Products that have been misused, neglected, abused, altered, or damaged due to accident, improper installation, handling, or external factors such as fire, flood, or other acts of God.
15. Loss or theft of the product or any of its components.
16. Display panels with up to three (3) non-functioning pixels in a single area smaller than one-tenth (1/10) of the display, or up to five (5) non-functioning pixels across the entire display.
17. Display panel damage caused by static (non-moving) images left on the screen for extended periods (image burn-in).
18. Appliances altered, modified, or repaired by anyone other than an authorized Stellari service provider, except for routine preventive maintenance.
19. Failures due to non-compliance with local, state, or national electrical, plumbing, and/or building codes or regulations, including improper installation.
20. Damage caused by external, environmental, or elemental forces such as rain, wind, sand, floods, fires, mudslides, freezing temperatures, high humidity, lightning, power surges, or structural failure.
21. Normal wear and tear of expendable components, including but not limited to: filters, racks, trays, belts, knobs, handles, cosmetic parts, bags, screw-in light bulbs, evaporator doors, door springs, door frames, inner door panels, door shelves, door rails, door supports, and plastic cabinet liners. Any puncture to the evaporator voids the warranty on the sealed system. Service calls for these parts are not covered.
22. Cracks in a ceramic glass cooktop that are not caused by thermal shock.
23. Stains or scratches on a ceramic glass cooktop caused by accident, improper use, or maintenance, or discoloration due to normal use.
24. Damage or failure of the appliance, including rust or discoloration, due to improper operation or maintenance.
25. Damage or failure of the appliance, including rust or discoloration, caused by accident, alteration, abuse, misuse, or use outside of the intended purpose.
26. Damage or failure of the appliance due to the use of unapproved detergents, cleaners, chemicals, or utensils.
27. Travel or transportation expenses for service if the appliance is installed in a remote area where an authorized service technician is not available.
28. Service calls to correct installation not performed by a Stellari-authorized installer, or to address issues with home wiring, fuses, circuit breakers, plumbing, or gas systems.
29. Expenses related to making the appliance accessible for service, such as removing trim, cabinetry, shelving, or other built-in structures.
30. Service calls that do not involve defects in materials or workmanship, or for appliances used outside of normal residential conditions.
31. Surcharges related to after-hours, weekend, or holiday service, as well as tolls, ferry charges, or mileage expenses for travel to remote areas.
32. Damage to or failure of this appliance resulting from installation **not performed by Stellari-authorized service agents**, including installations that do not comply with applicable **electrical, gas, or plumbing codes**.
33. Damage to or failure of this appliance caused by **natural disasters or other catastrophic events**, including but not limited to **floods, fires, storms, earthquakes, or similar occurrences**.
34. Damage to or failure of any component, part, or system resulting from **unauthorized modifications** made to the appliance.
35. Repairs performed by unauthorized service agents. Stellari will have no responsibility for liability for repairs or work.
36. Repair, removal, or reinstallation of **inaccessible appliances or built-in fixtures**—such as trim, decorative panels, flooring, cabinetry, kitchen islands, countertops, or drywall—that interfere with servicing, removal, or replacement of the appliance.
37. Damage to the **finish of the appliance or surrounding property** (e.g., floors, cabinets, walls, ceilings, or other nearby structures or objects) incurred during installation, removal, or reinstallation.
38. Damage resulting from **accident, incorrect operation, inadequate maintenance, alteration, misuse, or abuse**, including but not limited to insufficient air circulation or abnormal operating conditions such as extremely high or low room temperatures.
39. **Pickup or delivery of the product** for warranty service, unless otherwise specified in writing by Stellari.
40. **Conversion of the appliance** between natural gas and propane, or reversal of appliance doors.
41. **Loss of food or other stored contents** due to product failure or spoilage.
42. Replacement or resetting of **house fuses or circuit breakers**.
43. Failure of the product when used for **purposes other than its intended residential use**.
44. **Disposal or shipping costs** for any unit not returned to Stellari's warehouse, unless explicitly approved by Stellari.
45. Any **delivery, installation, or reinstallation expenses** incurred as a result of a unit failing to perform as specified.
46. **Scratches, nicks, minor dents, and other cosmetic or accidental damage** to external surfaces and visible parts that do not affect functionality.

47. **Discoloration, rust, or oxidation** of surfaces due to **caustic or corrosive environments**, including but not limited to high salt concentrations, excessive humidity, or chemical exposure, on either the interior or exterior of the appliance.
48. **Performance issues** that arise after the expiration of the original warranty period, regardless of when the defect was first noticed.
49. Improper **liquid propane (LP) gas conversion** or any damage resulting from such improper conversion.
50. **Increases in utility costs** or any additional utility-related expenses resulting from appliance operation or malfunction.
51. **Operational noises** that are considered normal and do not indicate a defect in materials or workmanship.
52. Use of **accessories, components, or cleaning products** not authorized or recommended by Stellari.
53. **Improper installation** or misuse of the appliance, including failure to follow installation instructions provided by Stellari.
54. **Range top burner flame adjustments** or related complaints that are part of normal use and maintenance.
55. Service required to address **normal adjustments, settings**, or issues resulting from local gas supply limitations, such as low gas pressure.
56. Service for gas pressure-related issues caused by **installation at high altitudes**. A high-altitude gas pressure regulator must be **sourced and installed by the customer**.
57. Equipment **not purchased directly from an authorized Stellari dealer or reseller**.
58. Products purchased in “**as-is**” condition, including **open-box or clearance items**.
59. Failures or damage caused by **contact with liquids, gels, pastes, or other substances** that compromise the product's function or safety.
60. Damages, defects, or repairs caused by unauthorized servicers or use of non-genuine or third-party parts.

The **cost of repair or replacement** for any issue that falls outside the scope of this warranty—such as those resulting from installation errors, misuse, or other excluded circumstances—**shall be the sole responsibility of the customer**. If a warranty claim is submitted and Stellari incurs any service or technician-related costs to address **non-warrantable** conditions, such as improper installation or user error, **those costs must be paid in full by the purchaser** before any future warranty claims will be processed or honored.

Note: If service is dispatched and it is determined that the reported issue is **not covered under this warranty**—based on the exclusions and disclaimers outlined herein—the **customer will be responsible for all associated service fees**, including labor, diagnostic, and travel costs where applicable. **Failure to pay these fees** in a timely manner may result in the **forfeiture of any remaining warranty coverage** for the product.

To maintain warranty coverage, **all warranty procedures outlined in this document must be followed**, including securing service through Stellari-certified and approved service providers. Failure to obtain **authorized warranty service** in accordance with these terms will result in the **forfeiture of any remaining warranty coverage**. Stellari will not reimburse any **unauthorized or out-of-pocket service expenses** incurred without

prior written approval. Warranty benefits are contingent upon strict adherence to these service protocols.

Force Majeure

Stellari shall not be held liable for any delay or failure in performance under this Limited Warranty due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, natural disasters, pandemics, or delays in supply chain and transportation services.

Severability

If any provision of this Limited Warranty is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Privacy

Any personal information provided to Stellari in connection with a warranty claim will be used solely for the purpose of verifying ownership, servicing the product, or fulfilling obligations under this warranty, and will be stored and protected in accordance with applicable data protection laws.

Additional Terms & Legal Provisions

This Limited Warranty applies **only to Stellari products purchased during the period in which this version of the warranty is in effect**. Stellari reserves the right to update, discontinue, or modify warranty terms for future product sales; however, such changes shall **not apply retroactively** to products already sold under a previous version of this warranty.

Nothing in this warranty replaces or reduces your **statutory rights under applicable provincial, state, or federal consumer protection laws**. In Canada, for example, consumers are entitled to **statutory warranties of merchantability and durability**, which exist independently of this Limited Warranty.

In the event of a **discrepancy between translated versions** of this warranty and the original English version, the **English version shall prevail** and control the interpretation of the warranty terms.

The **failure of Stellari to enforce any provision or right** under this warranty shall not be construed as a waiver of such provision or right in any future instance.

In the case of a **product recall or mandatory regulatory remediation**, Stellari will follow all applicable governmental guidelines and applicable federal and local laws, and may amend or suspend specific provisions of this warranty as required by law or in order to carry out the remedy effectively. Notification will be sent to customers using available contact information or posted on Stellari's website, along with steps to obtain a remedy.

To the **maximum extent permitted by law**, no **third party**—including but not limited to insurers, property managers, or building owners—shall have any **right of subrogation** against Stellari in relation to claims under this Limited Warranty.

This warranty is **offered independently** of any **extended service plans, installation services**, or other promotional programs, which may be available for purchase separately and are governed by their own terms and conditions.

In the event of a company merger, sale, or bankruptcy, Stellari's obligations under this Limited Warranty may be assigned or transferred to a successor entity, subject to applicable law.

If the Product includes software or firmware components, Stellari warrants that the software will function in accordance with published specifications at the time of purchase. Stellari is not responsible for failures due to unauthorized software modifications, third-party apps, or network disruptions. Updates may be issued at Stellari's discretion.

Additional Terms & Legal Provisions

Stellari encourages environmentally responsible disposal of appliances and components. Please consult your local municipality or electronic waste disposal service for end-of-life options. Stellari assumes no responsibility for disposal or recycling of products once removed from service.

Entire Agreement and Modification

This Limited Warranty constitutes the **entire agreement** between Stellari and the purchaser regarding the product and **supersedes all prior or contemporaneous oral or written representations, communications, or understandings** related to the subject matter herein.

Only the terms expressly stated in this document or communicated by **authorized Stellari representatives** shall be considered binding. Stellari is not responsible for any representations, promises, or assurances made by dealers, installers, resellers, or any other third parties that are not expressly included in this warranty.

No alteration, modification, or amendment to this warranty shall be valid or enforceable unless it is **authorized in writing by an officer of Stellari.**

Contact Stellari:

(310) 620-2021

support@stellarihome.com

www.stellarihome.com

PROCEDURE FOR RESOLVING DISPUTES

ALL DISPUTES, CLAIMS, OR CONTROVERSIES BETWEEN YOU AND STELLARI ARISING OUT OF OR RELATING IN ANY WAY TO THIS LIMITED WARRANTY OR THE PRODUCT SHALL BE RESOLVED EXCLUSIVELY THROUGH BINDING ARBITRATION, RATHER THAN IN A COURT OF LAW. BY AGREEING TO ARBITRATION, BOTH YOU AND STELLARI EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, OR ANY OTHER REPRESENTATIVE PROCEEDING.

Definitions: For the purposes of this arbitration provision, references to “**Stellari**” include its parent companies, subsidiaries, affiliates, and each of their respective officers, directors, employees, agents, representatives, beneficiaries, predecessors-in-interest, successors, assigns, and suppliers. The terms “**dispute**” or “**claim**” refer to any and all disputes, claims, or controversies of any kind or nature whatsoever including, but not limited to, those based in contract, tort, statute, regulation, ordinance, fraud, misrepresentation, or any other legal or equitable theory—that arise out of or relate in any way to the purchase, sale, use, condition, or performance of the product or to this Limited Warranty.

Arbitration Agreement and Dispute Resolution Terms

Time Limit to Initiate Arbitration: Any arbitration must be initiated within one (1) year from the date the basis for the claim arises. Failure to do so will bar the claim, unless a longer period is mandated by law.

Non-Disparagement: As a condition of arbitration, both parties agree not to publish or disseminate disparaging statements regarding the other party, including on social media, before or after resolution of the dispute.

Confidentiality: All aspects of the arbitration, including the proceeding itself, related documents, and the arbitrator's decision, shall remain strictly confidential and shall not be disclosed to any third party without the express written consent of both parties, except as required by law.

Mutual Agreement to Arbitrate: Both Stellari and the purchaser agree to resolve all disputes exclusively through final and binding arbitration. This mutual obligation replaces each party's right to go to court.

No Class Actions: You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. The arbitrator may not consolidate or join more than one person's or party's claims.

Survival: This arbitration provision shall survive the expiration or termination of this warranty, any product sale, and any termination of the relationship between the parties.

No Consolidation: Disputes governed by this arbitration clause may not be joined with any other action, including claims asserted by resellers,

distributors, commercial purchasers, or unrelated third parties.

Non-Retroactive Application: Any changes made to this arbitration provision shall not apply to claims that accrued prior to the date of such changes unless the purchaser expressly agrees in writing.

Jury Trial Waiver: In any legal proceeding not subject to arbitration, both parties knowingly and voluntarily fully waive the right to a jury trial permitted by law.

No Batch Arbitration: If 25 or more similar arbitration demands are submitted by the same legal counsel or coordinated group, they may not be arbitrated in a consolidated, coordinated, or “batch” proceeding without Stellari's express written consent.

Arbitrability Delegation: The arbitrator, not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute regarding the interpretation, applicability, enforceability, or formation of this arbitration agreement.

Frivolous Claims: If the arbitrator determines that a claim, counterclaim, or defense was frivolous, brought in bad faith, or filed for an improper purpose (such as to harass or needlessly increase litigation costs), the arbitrator shall have the discretion to require the losing party to reimburse the prevailing party for reasonable attorneys' fees, arbitration fees, and related costs incurred.

Arbitrator Selection: The arbitrator shall be selected in accordance with the AAA Consumer Arbitration Rules, but if those rules are unavailable or

invalidated, the arbitrator shall be a retired judge or a licensed attorney with at least 10 years' experience in commercial law, mutually agreed upon by both parties.

Small Claims Exception: Either party may bring an individual action in small claims court instead of arbitration, provided the claim qualifies under the applicable small claims rules and remains on an individual, non-class basis.

Force Majeure in Arbitration: Stellari shall not be deemed in breach of this arbitration provision if prevented from complying due to events beyond its control, including but not limited to natural disasters, pandemics, political unrest, or similar extraordinary circumstances.

Severability of Arbitration Terms: If any part of this arbitration provision is found unenforceable, the remainder shall remain fully enforceable. However, if the class action waiver is deemed unenforceable with respect to a particular claim, the entire arbitration provision shall be null and void as to that claim.

Governing Law: This arbitration agreement shall be governed by and interpreted in accordance with the Federal Arbitration Act (FAA), and not by any state arbitration law, to the fullest extent permitted by law.

Venue for Judicial Enforcement: Any judicial proceeding to enforce, confirm, or vacate an arbitration award shall be brought exclusively in the state or federal courts located in Florida, and both parties consent to personal jurisdiction in such courts.

Legislative Invalidity: If any change in applicable law or regulation renders a portion of this arbitration provision invalid, the parties agree to negotiate in good faith a substitute dispute resolution procedure that aligns with the principles of binding, private, and efficient adjudication.

Electronic Acceptance: By using the product, you acknowledge and agree to be bound by the terms of this arbitration agreement. Your use of the product shall constitute your acceptance of this agreement, and such use shall be deemed legally sufficient to establish your consent, including in lieu of a written or signed document.

Mass Filing Waiver: If 30 or more similar demands for arbitration are filed against Stellari by the same law firm or coordinated group, the demands shall be resolved in batches of no more than 10 at a time, with subsequent cases stayed until the first batch is resolved.

Discovery Limits: The arbitrator shall allow only such discovery as is necessary for the fair resolution of the dispute and shall limit depositions, interrogatories, or document production to avoid undue burden or expense.

Damages Cap: In no event shall Stellari's liability exceed the actual amount paid for the product. The parties agree this limitation reflects a reasonable allocation of risk and is not a penalty.

Limitation on Relief: The arbitrator may award relief only to the individual claimant and only to the extent necessary to resolve that individual's claim. No public injunctive or systemic relief may be granted.

Data Privacy Claims Exception: Claims relating to data privacy, security breaches, or violations of privacy law shall not be subject to arbitration and will be resolved in accordance with applicable data protection statutes.

Affirmative Consent for Class Waiver: In jurisdictions where class action waivers require affirmative opt-in (e.g., California, Massachusetts), acceptance of this warranty constitutes affirmative agreement to resolve disputes solely through individual arbitration.

No Challenge to Warranty Scope: The arbitrator shall have no authority to alter, expand, or reinterpret the express terms and limitations of the warranty. Warranty scope and exclusions are not subject to dispute unless proven unlawful under governing law.

Limitation of Liability: The arbitrator shall have no authority to award punitive, consequential, exemplary, or special damages, or any damages in excess of the purchase price of the product, unless such remedy is specifically required by statute.

Statutory Damages Limitation: To the extent permitted by applicable law, recovery under any statutory claim shall be capped at the actual cost of the product or \$500, whichever is greater.

Discovery Period Limitation: Any claim under this warranty must be discovered and reported within one (1) year of product purchase, regardless of whether it was known or discoverable by the purchaser.

Advertising Disclaimer: Claims initiated solely as a result of third-party legal advertising, mass tort solicitation, or promotional legal campaigns are not eligible for arbitration without prior validation by Stellari.

Final and Binding: The arbitrator's decision shall be final and binding, and judgment may be entered in any court of competent jurisdiction. Review of the award shall be limited to those grounds provided under the Federal Arbitration Act.

Informal Resolution Required

Before initiating arbitration, the claimant must provide Stellari with a written notice of the dispute by email to support@stellarihome.com. The notice must include the claimant's full name, mailing address, telephone number, a detailed description of the issue, copies of any relevant supporting documents, and the specific relief or remedy being sought. Stellari shall have 30 days from the date of receipt to attempt to resolve the dispute informally. Both parties agree to engage in good faith efforts to reach an amicable resolution. Arbitration may not be initiated unless and until this informal resolution process has been completed. If the dispute is not resolved within 30 days, either party may proceed with initiating arbitration.

Notice of Arbitration: Any notice of arbitration may be provided by either party via certified mail or email, provided that the email is acknowledged by the receiving party. Stellari may respond to any such notice using the same method by which it was received, unless otherwise agreed by the parties.

If the dispute is not resolved within thirty (30) days after Stellari receives your written notice, you and Stellari agree to resolve all claims exclusively through binding arbitration on an individual basis, unless you opt out as described below.

Arbitration Rules and Procedures

To initiate arbitration, either party must submit a written demand for arbitration. The arbitration will be administered by the **American Arbitration Association (“AAA”)** and conducted before a **single arbitrator** in accordance with the **AAA Consumer Arbitration Rules** in effect at the time the arbitration is commenced (the “AAA Rules”), as well as the procedures outlined in this arbitration provision. The AAA Rules are available online at www.adr.org/consumer.

A copy of the written arbitration demand, along with a copy of this arbitration provision, must be submitted to the AAA in accordance with its filing procedures. A separate copy must also be sent to Stellari at support@stellarihome.com.

In the event of a conflict between the AAA Rules and the procedures set forth in this section, the procedures set forth in this section shall control. This arbitration provision shall be governed by the **Federal Arbitration Act (FAA)** and not by any state law concerning arbitration. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction. All issues, including procedural questions and the merits of the dispute, are for the arbitrator to decide, except issues relating to the **scope, validity, or enforceability** of this arbitration provision, or the **arbitrability of a particular dispute**, which shall be determined by a court of competent jurisdiction. The arbitrator shall be bound by the terms of this provision and the governing agreement.

Governing Law

This arbitration agreement shall be governed by the Federal Arbitration Act and, to the extent not preempted, the laws of the State of Florida, without regard to its conflicts of laws rules.

Hearings and Location

If your claim is for **\$25,000 or less**, you may elect to have the arbitration conducted: (1) solely based on documents submitted to the arbitrator, (2) through a telephonic hearing, or (3) by an in-person hearing, as permitted by the **AAA Consumer Arbitration Rules**. For claims **exceeding \$25,000**, the right to a hearing, including its format, will be determined in accordance with the AAA Rules.

Unless the consumer requests an in-person hearing, to ensure efficiency and reduce cost, arbitration hearings shall be conducted remotely (e.g., via telephone or video conference), unless otherwise required by applicable arbitration rules or agreed upon by both parties.

Fees and Costs

You are not required to pay any fee to initiate arbitration. Upon receiving your written demand for arbitration, **Stellari will promptly pay all applicable filing fees** to the American Arbitration Association (“AAA”), **unless** you seek more than \$25,000 in damages, in which case fee allocation shall be governed by the **AAA Consumer Arbitration Rules**. Except as otherwise stated herein, Stellari will cover all **AAA filing, administrative, and arbitrator fees** for any arbitration properly initiated in accordance with this arbitration provision.

Each party shall bear its own attorneys' fees and expenses unless applicable law provides otherwise. If a statute authorizes an award of attorneys' fees to the prevailing party, the arbitrator may award such fees as permitted by law. Stellari does not agree to pay attorneys' fees or costs beyond those required by applicable law.

If Stellari prevails in arbitration, and the arbitrator determines that the claim was frivolous, made in bad faith, or for an improper purpose, Stellari may recover its share of the arbitration costs, including AAA filing, administrative, and arbitrator fees, to the extent permitted by law. Stellari may also recover such costs if allowed under applicable law and if the arbitration provision or contract authorizes such recovery.

However, if the arbitrator determines that your claim or the relief sought is **frivolous or brought for an improper purpose** (as defined by **Federal Rule of Civil Procedure 11(b)**), payment of arbitration fees will follow the AAA Rules. In that case, you agree to **reimburse Stellari** for any arbitration-related costs it already paid on your behalf that are otherwise your responsibility under those rules.

Opt-Out Option

You have the right to opt out of this arbitration agreement. If you choose to opt out, neither you nor Stellari will be bound to resolve disputes through arbitration. To exercise this right, you must send a written notice of your decision to opt out within **thirty (30) calendar days** from the date of the original retail purchase of the product. The notice must be sent via email to support@stellarihome.com with the subject line: **“Arbitration Opt Out.”** Your email must include the following information:

- your full name and mailing address;
- the date of purchase;
- the product model name or number;
- the product serial number (located on the product); and
- the order number associated with the purchase.

Failure to submit a valid and timely opt-out notice will constitute your acceptance of this arbitration agreement.

Method of Opt-Out and Effect on Warranty

Coverage: You may opt out of the dispute resolution procedure only by following the method described above—**submission of notice via email**. No other form of notice (including written letters, phone calls, or in-person communication) will be valid or effective to opt out. Opting out of this arbitration agreement will **not affect the coverage** provided by the Limited Warranty; you will still retain all warranty rights and benefits. However, **if you retain the product and do not submit a valid opt-out notice within the required timeframe, you will be deemed to have accepted all terms and conditions of the arbitration agreement** set forth above.