# LIMITED WARRANTY

## What This Limited Warranty Covers and Does Not Cover

Our products are warranted to the original purchaser to be free of manufacturing defects in material and workmanship for the warranty period, as outlined below, from the date of your purchase.

OUR RESPONSIBILITY UNDER THIS LIMITED WARRANTY FOR DEFECTIVE GOODS IS LIMITED AS OUTLINED BELOW. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY BY STATE.

Product	Limited Warranty Coverage*	Period
Range Hoods	Parts Only	Two (2) Years (but Limited
		Lifetime for Defective Motor)
Ranges	Parts and Labor (Cap for Repairs; Replacement	Five (5) Years (but Limited
	but No Repairs for Defective Burners)	Lifetime for Defective Burners)

Our obligation is limited to the repair or replacement, in our sole discretion, of a product or part that proves, by our sole examination, to be defective, due to a manufacturing defect, under normal residential use and service during the warranty period. If a product is no longer available, replacement may be made with a similar product or part of equal or greater value, in our sole discretion. Where we select to repair a product, our obligation is limited to repair costs up to a maximum of \$200 USD ("Cap"), including any replacement parts and labor costs, and limited to one Cap for each product; this may not cover costs to fully replace the product. If we elect to repair or replace the defective product or part, you are responsible for all costs for removal, reinstallation and labor, return shipping, insurance, and other charges incurred; but we will pay for shipping and handling fees to send the repaired or replacement product/part to you and for repair costs up to the Cap if applicable if we elect to repair. Labor is not included for range hoods. We are not responsible for any damage incurred in transit. We reserve the right to use refurbished, repaired, or remanufactured products or parts in any warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part and warranted for the remainder of the initial warranty period. We reserve the right to alternatively refund the money actually paid by you for defective range hoods or parts; we will not issue a refund for defective ranges but will repair or replace it subject to these terms. The warranty period is not extended if we repair or replace a product/part or issue a refund. Ranges must be installed by a qualified certified/licensed technician to qualify for this Limited Warranty; and you agree to produce supporting documentation if requested. For burners, our obligation is limited to sending a replacement for a defective burner; we will not send a technician or pay other costs to repair or reinstall the burner. A lifetime for a motor or burner means the standard time of expected service under normal residential use with proper maintenance. We may change these terms in our sole discretion, but any changes will not be retroactive. Third-party Extend may sell additional extended warranties, which are not covered by this Limited Warranty; we are not a party to Extend's terms with you.

Any failure of the product that is not traceable to a defect in material or workmanship is <u>not</u> covered by this Limited Warranty. These <u>non-warrantable items</u> include, but are not limited to:

- Any defects or damage to light bulbs;
- Change in color or finish due to chemical usage;
- Improper installation not in accordance with the instructions or these terms;
- Dents, bumps, and scratches incurred during shipping, handling, or installation;
- Damage caused by failure to follow care and cleaning guidelines, including damage caused by the use of abrasive cleaners, or by unauthorized repair or use;
- Alterations made to the unit/product by the purchaser or installer;
- Damage caused by accidental impact, fire, flood, freezing,
- Normal wear and tear (whether a defect is attributable to "normal wear and tear" will be determined at our reasonable and good faith discretion), and/or;
- Bends and warping caused by forced connections, over-tightened fittings, or inadequate support.

A thorough inspection must be made before installation, and any damage must be promptly reported. We will not be liable for any failure or damage that could have been discovered or avoided by proper inspection or testing prior to installation. Incidental repairs that would involve a minimum amount of time and effort for the purchaser will not be considered warranty work, and no compensation will be deemed forthcoming. To the fullest extent permitted by applicable law, we will not be liable for any inconvenience caused by any loss of use of the product or any other incidental or consequential damages; and we will not be liable for personal injury or property damage resulting from improper installation or use of the product. This Limited Warranty does not extend to commercial or institutional installation or use. This Limited Warranty is non-transferable and shall be voided if the product is removed from its initial installation or if it is not installed following the instructions. This Limited Warranty does not extend to any subsequent owner or other transferee of the product.

### Disclaimers, Limitations, Dispute Resolution, and Severability

THE REMEDIES DESCRIBED IN THIS LIMITED WARRANTY 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. WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. SOME STATES DO NOT ALLOW THESE LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

To the fullest extent permitted by applicable law, any claims arising out of or relating to this Limited Warranty must be resolved exclusively through final and binding arbitration in San Francisco, California, rather than in court, as outlined in our Terms of Service at www.hauslane.com, including any disputes arising out of or related to the interpretation, applicability, enforceability, or formation of this Limited Warranty. The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules, available at www.adr.org. YOU AND HAUSLANE MAY ONLY BRING CLAIMS AGAINST THE OTHER ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION.

If any provision of this Limited Warranty is held to be prohibited or invalid, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the other remaining provisions of this Limited Warranty.

### **Limited Warranty Claim Procedures**

If a defect covered by this Limited Warranty occurs, please contact our customer service team by phone at **1-800-929-0168** (8 a.m. - 5 p.m., Pacific Time, Monday - Friday), or email us at **info@hauslane.com**. Before you make your claim, please ensure that you have all of the following: (1) description of the product; (2) proof of sale to you (e.g., an invoice); (3) details and proof regarding the defect (e.g., description with video or photos of the defect); and (4) name(s) and address(es) of the owner and installer.

\*Claims must be sent/confirmed in writing by email to info@hauslane.com during the warranty period and within six (6) months of the appearance of the claimed defect(s). Failure to comply with these provisions will make this Limited Warranty null and void. We reserve the right to a thirty (30) day delay following the receipt of a claim in which to inspect the product. Company also has a separate thirty (30) day refund policy and Terms of Service; please see those documents for more information.

#### **Contact Information**

If you believe that we have not performed our obligations under this Limited Warranty, please contact us: **HAUSLANE:** 222 Harris Court, South San Francisco, CA 94080, 1-800-929-0168, info@hauslane.com