

OUTDOOR GAS PRODUCT LIMITED WARRANTY

WHAT THIS LIMITED WARRANTY COVERS

Hestan Commercial Corporation (“HCC”) warrants to the original consumer purchaser of a Hestan outdoor gas product (the “Product”) from an HCC authorized dealer that the Product is free from defective materials or workmanship for a period of one (1) year from the date of original retail purchase or closing date for new construction, whichever period is longer (“Limited Warranty Period”). HCC agrees to repair or replace, at HCC’s sole option, any part or component of the Product that fails due to defective materials or workmanship during the Limited Warranty Period. This Limited Warranty is not transferable and does not extend to anyone beyond the original consumer purchaser (“Purchaser”). This Limited Warranty is valid only on Products purchased and received from an HCC authorized dealer in the fifty United States, the District of Columbia and Canada. This Limited Warranty applies only to Products in non-commercial use and does not extend to Products used in commercial applications.

HOW TO OBTAIN WARRANTY SERVICE

If the Product fails during the Limited Warranty Period for reasons covered by this Limited Warranty, the Purchaser must immediately contact the dealer from whom the Product was purchased or HCC at 888.905.7463.

Purchaser is responsible for making the Product reasonably accessible for service or for paying the cost to make the Product reasonably accessible for service. Service is to be provided during normal business hours of the authorized Hestan Commercial Service Provider. To the extent Purchaser requests service outside of the normal business hours of the authorized Hestan Commercial Service Provider, Purchaser will pay the difference between regular rates and overtime or premium rates. Purchaser is required to pay all travel costs for travel beyond 50 miles (one way) from the nearest authorized Hestan Commercial Service Provider.

EXTENSIONS TO ONE YEAR LIMITED WARRANTY PERIOD:

In addition to the One-Year Limited Warranty, the following components have extended warranty coverage as specifically set forth below:

1. The Product’s stainless steel grill body, DiamondCut cooking grates and warming rack, stainless Trellis grill burners, Sear burners and rotisserie infrared burner (where applicable) are warranted to be free from defects in material and workmanship under normal non-commercial use and service for the lifetime of the original Purchaser. This excludes surface corrosion, scratches, and discoloration which may occur during normal use and is limited to replacement of the defective part(s), with the Purchaser paying all other costs, including labor, shipping and handling, as applicable.
2. The Product’s spit rod, briquette trays, manifolds, gas valves and sealed burner assemblies (where applicable) are warranted to be free from defects in material and workmanship, under normal non-commercial use and service, for a period of five (5) years from the original date of purchase;. This is limited to replacement of the defective parts, with the Purchaser paying all other costs, including labor, shipping, and handling, as applicable.

WHAT THIS LIMITED WARRANTY DOES NOT COVER:

This Limited Warranty does not cover and HCC will not be responsible for and will not pay for: damage to or defects in any Product not purchased from an HCC authorized dealer; color variations in color finishes or other cosmetic damage; failure or damage from abuse, misuse, accident, fire, natural disaster, commercial use of the Product, or loss of electrical power or gas supply to the Product; damage from alteration, improper installation, or improper operation of the Product; damage from improper or unauthorized repair or replacement of any part or component of the Product; damage from service by someone other than an authorized agent or representative of the Hestan Commercial Service Network; normal wear and tear; damage from exposure of the Product to a corrosive atmosphere containing chlorine, fluorine, or any other damaging chemicals; damage resulting from the failure to provide normal care and maintenance to the Product; damage HCC was not notified of within the Limited Warranty Period; and incidental and consequential damages caused by any defective material or workmanship.

ARBITRATION:

This Limited Warranty is governed by the Federal Arbitration Act. Any dispute between Purchaser and HCC regarding or related to the Product or to this Limited Warranty shall be resolved by binding arbitration only on an individual basis with Purchaser. Arbitration will be conducted by the American Arbitration Association (“AAA”) in accordance with its Consumer Arbitration Rules or by JAMS. The arbitration hearing shall be before one arbitrator appointed by the AAA or JAMS. The arbitrator shall not conduct class arbitration and Purchaser shall not bring any claims against HCC in a representative capacity on behalf of others.