



AMERICAN RANGE

A **HATCO**® COMPANY

Last Updated: August 22, 2023

LIMITED WARRANTY; EXCLUSIVE REMEDY: THIS LIMITED WARRANTY GIVES THE PERSON OR ENTITY BUYING THE PRODUCTS (DEFINED BELOW) DIRECTLY FROM SELLER (DEFINED BELOW) (SUCH PERSON OR ENTITY, "CUSTOMER") SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. American Range Corporation ("Seller") warrants its products (the "Products") to be free from defects in material and workmanship under normal use and service and when stored, maintained, and installed in strict accordance with factory recommendations. Seller's sole obligation to Customer under this warranty is the repair or replacement by Seller or a Seller-authorized service agency, at Seller's option, of any Product or any part thereof deemed defective upon Seller's examination, for a period of: (i) if Customer or any end-user customer is an individual consumer (a "Consumer"), the Warranty Duration from the date of delivery of the Products to Customer or such end-user customer, (ii) if Customer is not a Consumer, the Warranty Duration from the date of manufacture of the Products, and (iii) if any end-user customer is not a Consumer, the Warranty Duration from the date of purchase of the Products by such end-user customer from Seller's Distributor/Dealer, not to exceed (30) months from date of manufacture. A Consumer MUST provide proof of purchase of the Products from Seller or Seller's Distributor/Dealer, including the delivery date, to a Seller authorized service agency. If no product invoice or product registration is provided showing the date of delivery of the Products to a Consumer, Seller warrants the Products to be free from defects in material and workmanship for the Warranty Duration effective from the date of purchase by Consumer. A Customer or end-user customer that is not a Consumer MUST provide proof of purchase of the Products from Seller or Seller's Distributor/Dealer to a Seller authorized service agency. If no product invoice or product registration is provided showing the date of purchase of the Products to a Customer or end-user customer that is not a Consumer, Seller warrants the Products to be free from defects in material and workmanship for the Warranty Duration effective from the date of manufacture of the Products.

The "Warranty Duration" shall mean the specific periods and coverages set forth below for specific Product components, or, to the extent not listed below, twenty-four (24) months. Credit for Products or parts returned with the prior written permission of Seller will be subject to the terms shown on Seller's material return authorization form. **PRODUCTS OR PARTS RETURNED WITHOUT PRIOR WRITTEN PERMISSION OF SELLER WILL NOT BE**

ACCEPTED FOR CREDIT. Expenses incurred by Customer or any end-user customer in returning, replacing or removing the Products will not be reimbursed by Seller. If the defect comes under the terms of this limited warranty, the Products will be repaired or replaced and returned to the Customer and the cost of return freight will be paid by Seller. The remedy of repair or replacement provided for herein is Customer's and any end-user customer's exclusive remedy. Any improper use, alteration, repairs, tampering, misapplication, improper installation, application of improper voltage or any other action or inaction by Customer, an end-user customer or others (including the use of any unauthorized service agency) that in Seller's sole judgment adversely affects the Product shall void this warranty. The warranty expressly provided herein may only be asserted by Customer and may not be asserted by Customer's customers or other users of the Products; provided, however, that if Customer is an authorized equipment dealer of Seller, Customer may assign the warranty herein to Customer's customers, subject to all of the limitations of these Terms, and in such case, the warranty shall be exclusively controlled by Seller in accordance with these Terms.

The Warranty Duration for broiler burners', lower and upper grates and radians is 90 days.

The Warranty Duration for replacement parts is 90 days.

TO THE EXTENT NOT PROHIBITED BY LAW, THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED. THE FOLLOWING PARAGRAPH SHALL APPLY ONLY IF YOU ARE AN INDIVIDUAL CONSUMER: THE DISCLAIMERS OF IMPLIED WARRANTIES DISCUSSED ABOVE DO NOT APPLY TO YOU. HOWEVER, TO THE EXTENT NOT PROHIBITED BY LAW, 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 ONE YEAR STARTING ON THE DATE OF DELIVERY OF YOUR PRODUCTS TO YOU. THE LIMITED WARRANTY DURATION IS NOT EXTENDED IF WE REPAIR OR REPLACE A WARRANTED PRODUCT. SELLER MAY CHANGE THE AVAILABILITY OF THIS LIMITED WARRANTY AT SELLER'S DISCRETION, BUT ANY CHANGES WILL NOT BE RETROACTIVE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. NEITHER ANY PERFORMANCE OR OTHER CONDUCT, NOR ANY ORAL OR WRITTEN INFORMATION, STATEMENT OR ADVICE PROVIDED BY SELLER OR ANY OF SELLER'S SUPPLIERS, AGENTS OR EMPLOYEES WILL CREATE A WARRANTY, OR IN ANY WAY INCREASE THE SCOPE OR DURATION OF THIS LIMITED WARRANTY.

LIMITATIONS and EXCLUSIONS: This limited warranty is non-transferable and is limited to the following Products: ranges, counter hot plates, griddles, char-broilers, teppanyaki griddles, over-fired salamander broilers, cheesemelters, custom combo ranges, convection ovens, and counter equipment. Products purchased and installed for use outside the continental United States are excluded from this limited warranty. In addition, notwithstanding anything herein to the contrary, this limited warranty does not cover any product which has been modified by unauthorized personnel or changed from its original design, nor normal parts wear and tear and maintenance. Additionally, notwithstanding anything herein to the contrary, the limited warranty herein will not cover components in Seller's sole discretion such as, but not limited to, the following: coated incandescent light bulbs, fluorescent lights, heat lamp bulbs, coated halogen light bulbs, halogen heat lamp bulbs, xenon light bulbs, LED lights, porcelain components, glass components, thermostats, tubes, glass components, fuses, or Product or part product failure in booster tanks, fin tube heat exchangers, or other water heating equipment caused by liming, sediment buildup, chemical attack, or freezing.

WARRANTY REGISTRATION INSTRUCTIONS: Product registration must be submitted within 90 days from the date of shipment from our factory to qualify for additional coverage. Registration may be submitted through the form on this webpage, through the form accessible through the QR code on the Product (where available), or by calling our Customer Service with the required information at Phone (818) 897-0808 Monday-Friday, 7:00 am – 4:30 pm PST. See our full Terms of Sale at: <https://americanrange.com/terms-of-sale>