

Warranty

Products to which this limited warranty applies

This limited warranty applies to your newly purchased Dimplex electric fireplace. This limited warranty applies only to purchases made in any province of Canada except for Yukon Territory, Nunavut, or Northwest Territories or in any of the 50 States of the USA (and the District of Columbia) except for Hawaii and Alaska. This limited warranty applies to the original purchaser of the product only and is not transferable.

Products excluded from this limited warranty

Products purchased in Yukon Territory, Nunavut, Northwest Territories, Hawaii, or Alaska are not covered by this limited warranty. Products purchased in these States, provinces, or territories are sold AS IS without warranty or condition of any kind (including, without limitation, any implied warranties or conditions of merchantability or fitness for a particular purpose) and the entire risk of as to the quality and performance of the products is with the purchaser, and in the event of a defect the purchaser assumes the entire cost of all necessary servicing or repair.

What this limited warranty covers and for how long

Products, other than fireplace surrounds (mantels) and trims, covered by this limited warranty have been tested and inspected prior to shipment and, subject to the provisions of this warranty, Dimplex warrants such products to be free from defects in material and workmanship for a period of 2 years from the date of the first purchase of such products.

Dimplex fireplace surrounds (mantels) and trims covered by this limited warranty have been tested and inspected prior to shipment and, subject to the provisions of this warranty, Dimplex warrants such products to be free from defects in material and workmanship for a period of 1 year from the date of first purchase of such products.

The limited 2 year warranty period for products other than fireplace surrounds (mantels) and trims and the limited 1 year warranty period for fireplace surrounds (mantels) and trims also applies to any implied warranties that may exist under applicable law. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to the purchaser.

What this limited warranty does not cover

This limited warranty does not apply to products that have been repaired (except by Dimplex or its authorized service representatives) or otherwise altered. This limited warranty does further not apply to defects resulting from misuse, abuse, accident, neglect, incorrect installation, improper maintenance or handling, or operation with an incorrect power source.

What you must do to get service under this limited warranty

Defects must be brought to the attention of Dimplex Technical Service by contacting Dimplex at 1-888-DIMPLEX (1-888-346-7539), or 1367 Industrial Road, Cambridge Ontario, Canada N1R 7G8. Please have proof of purchase, catalogue/model and serial numbers available when calling. Limited warranty service requires a proof of purchase of the product.

What Dimplex will do in the event of a defect

In the event a product or part covered by this limited warranty is proven to be defective in material or workmanship during (i) the 2 year limited warranty period for products other than fireplace surrounds (mantels) and trims, and (ii) the 1 year limited warranty period for surrounds (mantels) and trims, you have the following rights:

- Dimplex will in its sole discretion either repair or replace such defective product or part without charge. If Dimplex is unable to repair or replace such product or part, or if repair or replacement is

Warranty

not commercially practicable or cannot be timely made, Dimplex may, in lieu of repair or replacement, choose to refund the purchase price for such product or part.

- Limited warranty service will be performed solely by dealers or service agents of Dimplex authorized to provide limited warranty services.
- For products other than surrounds (mantels) and trims, this 2 year limited warranty entitles the purchaser to on-site or in-home warranty services. Accordingly, Dimplex will be responsible for all labour and transportation associated with repairing or replacing the product or part except as follows: (i) charges which may be levied for travel costs incurred to travel to the purchaser's site where the product is located if the purchaser's site is beyond 30 miles (48 km) from the closest service depot of Dimplex's dealer or service agent; and (ii) the purchaser is solely responsible for providing clear access to all serviceable parts of the product.
- For surrounds (mantels) and trims, this 1 year limited warranty does not entitle the purchaser to on-site or in-house warranty services. The purchaser is responsible for removal and transportation of the surrounds (mantels) and trims (and any repaired or replacement product or part) to and from the authorized dealer's or service agent's place of business. On-site or in-home services for surrounds (mantels) and trims may be performed at the purchaser's specific request and expense at Dimplex's then current rates for such services. Dimplex will not be responsible for, and this limited warranty shall not include, any expense incurred for installation or removal of the surrounds (mantels) or trims or any part thereof (or any replacement product or part) including, without limitation, all shipping costs and transportation costs to and from the authorized dealer's or service agent's

place of business and all labour costs. Such costs shall be the purchaser's responsibility.

What Dimplex and its dealers and service agents are also not responsible for.

IN NO EVENT WILL DIMPLEX, OR ITS DIRECTORS, OFFICERS, OR AGENTS, BE LIABLE TO THE PURCHASER OR ANY THIRD PARTY, WHETHER IN CONTRACT, IN TORT, OR ON ANY OTHER BASIS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL LOSS, COST, OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE SALE, MAINTENANCE, USE, OR INABILITY TO USE THE PRODUCT, EVEN IF DIMPLEX OR ITS DIRECTORS, OFFICERS, OR AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES, COSTS OR DAMAGES, OR IF SUCH LOSSES, COSTS, OR DAMAGES ARE FORESEEABLE. IN NO EVENT WILL DIMPLEX, OR ITS OFFICERS, DIRECTORS, OR AGENTS BE LIABLE FOR ANY DIRECT LOSSES, COSTS, OR DAMAGES THAT EXCEED THE PURCHASE PRICE OF THE PRODUCT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE PURCHASER.

How State and Provincial law apply

This limited warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. The provisions of the United Nations Convention on Contracts for the Sale of Goods shall not apply to this limited warranty or the sale of products covered by this limited warranty.