

SmokinTex

Warranty Certificate

Two (2) year limited warranty for all components of the SmokinTex Pro Series Smoker

SAVE THIS CERTIFICATE.

IT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO
HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

This limited warranty only applies if the unit is assembled and operated in accordance with the printed instructions. In this warranty, the word "purchase" means the original purchase, and this warranty only extends to the original purchaser. This warranty specifically excludes the use of our SmokinTex Pro Series Smokers for commercial purposes except the Commercial Smoker models 1500C and 1500CXLD which are specifically designated for Commercial use. Any commercial use of the excluded model smokers will nullify any and all warranties.

If any part of the unit fails because of a manufacturing defect within 2 years from the date of purchase (dealer receipt required), upon immediate written notification, the Manufacturer, at its option, will (a) provide a replacement part, (b) provide parts or any components to repair the defective part, (e) pay the original purchaser cash equal to the Manufacturer's normal cost for the replacement part, or (d) provide a replacement unit. However, the Manufacturer will not elect refund unless it is unable to provide replacement, and repair is not commercially practicable or cannot be made within the time for performance, or unless the consumer is willing to accept a refund. The part to be replaced must be returned to SmokinTex in exchange for the replacement part. This is the Manufacturer's sole and exclusive warranty. Purchaser's sole and exclusive remedy, whether based upon warranty, contract, or negligence, will be to proceed under this warranty. Any labor, material, freight and/or handling charges associated with any repair or replacement pursuant to this limited warranty will be the purchaser's responsibility.

The Manufacturer will not be responsible for and the purchaser will pay for: (a) damages caused by accident, abuse, negligence, misuse, riot, fire, flood, or Acts of God, (b) damages caused by any unauthorized alteration or repair of the unit affecting its stability or performance, (c) damages caused by improper assembly or application of the unit or the unit's components, (d) damages caused by failing to provide proper maintenance and service to the unit, (e) parts or supplies used in connection with the unit's operation, including, without limitation, (g) damage, repairs, inoperation or inefficiency resulting from faulty assembly or application.

This warranty applies to the original purchaser who purchased the unit directly from SmokinTex or an authorized retailer of SmokinTex. There is no warranty, expressed or implied, to subsequent owners.

The Manufacturer shall not be liable for any incidental, consequential, or special damages or expenses in connection with any use or failure of this unit. The Manufacturer makes no express

warranties except as stated in this limited warranty. No one is authorized to change this limited warranty or create for the Manufacturer any other obligation or liability in connection with this unit. Any implied warranties shall last for two years after the original purchase. This warranty is invalid for any product purchased outside the United States and its territories.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

In establishing a date of purchase for any purpose, including determination of the starting date for the term of this limited warranty, reasonable proof of the original purchase date must be presented.