

# Warranty

## Two-Year Limited Warranty

### *Products to which this limited warranty applies*

This limited warranty applies to your newly purchased Dimplex cassette. 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. Subject to the provisions of this warranty, Glen Dimplex Americas Ltd. (herein called Glen Dimplex Americas) 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 as follows: (a) a repair or replacement warranty on defective products or parts, including in-home services, for the first year following the date of first purchase; and (b) thereafter, a replacement of parts warranty on defective products and parts (with no in-home services) for the 1 year period commencing on the first anniversary of first purchase and ending on the second anniversary of the date of first purchase.

Glen Dimplex Americas 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, Glen Dimplex Americas 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. Warranty services do not include in-home services.

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 Glen Dimplex Americas 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 Technical Service at 1-888-346-7539. 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 Glen Dimplex Americas 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:

- Limited warranty service will be performed solely by dealers or service agents of Glen Dimplex Americas authorized to provide limited warranty services.
- For products (other than surrounds (mantels) and trims) for the period ending at midnight on the first anniversary of the date of first purchase, Glen Dimplex Americas will in its sole discretion either repair or replace such defective product or part

without charge. If Glen Dimplex Americas is unable to repair or replace such product or part, or if repair or replacement is not commercially practicable or cannot be timely made, Glen Dimplex Americas may, in lieu of repair or replacement, choose to refund the purchase price for such product or part. This limited warranty entitles the purchaser to on-site or in-home warranty services. Accordingly, Glen Dimplex Americas will be responsible for all labour and transportation costs associated with the repair or replacement of the product or part except as follows: (i) charges 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 Glen Dimplex Americas dealer or service agent; and (ii) the purchaser is solely responsible for providing clear access to all serviceable parts of the product.

- For products (other than surrounds (mantels) and trims) for the period commencing at 12:01 a.m. on the day after the first anniversary of the first purchase and ending at midnight on the second anniversary of the date of first purchase, this limited warranty entitles the purchaser to replacement parts only without charge. If Glen Dimplex Americas is unable to replace such part, or if replacement is not commercially practicable or cannot be timely made, Glen Dimplex Americas may, in lieu of replacement, choose to refund the purchase price for such part. The purchaser shall not be entitled to on-site or in-home warranty services. The purchaser shall be responsible for all expenses incurred for the removal of the part and installation of the replacement 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 not be the responsibility of Glen Dimplex Americas.
- For surrounds (mantels) and trims for the period ending at midnight on the first anniversary of the date of first purchase, Glen Dimplex Americas will in its sole discretion either repair or replace such defective surrounds (mantels) and trims or part thereof without charge. If Glen Dimplex Americas is unable to repair or replace such product or part, or if repair or replacement is not commercially practicable or cannot be timely made, Glen Dimplex Americas may, in lieu of repair or replacement, choose to refund the purchase price for such product or part. The purchaser shall not be entitled to on-site or in-home services. The purchaser is responsible for all expenses incurred for repair or replacement of such product or part including, without limitation, all shipping costs and transportation costs to and from the authorized dealer's or service agent's business and all labour costs. Such costs shall not be the responsibility of Glen Dimplex Americas.
- On-site or in-home services not provided under this warranty may be performed at the purchaser's specific request and expense at Glen Dimplex Americas then-current rates for such services.

*What Glen Dimplex Americas and its dealers and service agents are also not responsible for:*

IN NO EVENT WILL GLEN DIMPLEX AMERICAS, 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 GLEN DIMPLEX AMERICAS 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 GLEN DIMPLEX AMERICAS, 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.

