

Sierra Flame warrants that your newly purchased Sierra Flame electric fireplace is free from manufacturing and material defects for a period of two (2) years from the date of the first purchase, subject to the conditions and limitations contained below.

### **Warranty Application & Exclusions**

This limited warranty applies to your newly purchased Sierra Flame electric fireplace; the limited warranty's application is limited to purchases made in any province of Canada or in any of the 52 States of the United States of America, including the District of Columbia. Only the original purchaser of the product is eligible for coverage under this limited warranty; the warranty is not transferable.

### **Products excluded from this limited warranty**

Light bulbs are not covered by this limited warranty and are the sole responsibility of the owner/purchaser. Sierra Flame does not cover service or labor charges.

### **Warranty Coverage and Term**

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

The limited two (2) year warranty period for products 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.

All other warranties—expressed or implied—with respect to the product, its components and accessories or any obligation/liabilities on the part of Sierra Flame are hereby expressly excluded.

### **Limitations to Coverage Under Limited Warranty**

This limited warranty does not apply to products that have been repaired, except by Sierra Flame or its authorized service representatives, or otherwise altered. This limited warranty further does not apply to defects resulting from misuse, abuse, accident, neglect, incorrect installation, improper maintenance or handling, or operation with an incorrect power source. Products made by other manufacturers, sold with the product or thereafter, are not covered by this limited warranty. The use of unauthorized components will render this warranty null and void.

### **Vista Outdoor Units**

All Vista units that are installed outdoors or in moisture intense conditions must use the stainless steel cover. Proof of purchase of the cover is required for any warranty claims.

### **Defects**

Defects must be brought to the attention of the selling dealer. Please have your proof of purchase, catalogue/model and serial numbers available when contacting dealer; any and all service under the limited warranty requires a proof of purchase of the product. Should a product or part covered by this limited warranty be proven to be defective, in material or workmanship, and during the two (2) year limited warranty period, Sierra Flame will replace such defective product or part without charge. If Sierra Flame is unable to replace such product, or if replacement is not commercially practicable or cannot be timely done, in its sole discretion Sierra Flame may, in lieu of replacement, choose to refund the purchase price for such product or part. Sierra Flame does not cover labor or service charges to replace said parts.

### **Limitations**

In no event will Sierra Flame, including without limitation any of its directors, officers, shareholders, employees, consultants, agents, heirs, executors, administrators and assigns, 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 Sierra Flame, including without limitation any of its directors, officers, shareholders, employees, consultants, agents, heirs, executors, administrators and assigns, 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 Sierra Flame, including without limitation any of its directors, officers, shareholders, employees, consultants, agents, heirs, executors, administrators and assigns, 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.

### **Application of Provincial and State Law**

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.

### **General**

Sierra Flame reserves the right to make changes at any time without notice, in design, material, specifications, prices and the right to discontinue styles and products.