

### WARRANTY

Hestan Commercial Corporation ("Hestan") warrants to the original retail purchaser that during the Basic Warranty Period, Hestan's products will be free from defects in material and workmanship, and during the Extended Warranty Period, the hermetically sealed refrigeration system contained in Hestan's undercounter refrigerator will be free from defects in material and workmanship. This system consists entirely of the compressor, condenser, drier, connecting tubing, evaporator and hot gas bypass valve.

The Basic Warranty Period is as follows:

• For a new product or floor display model, the two (2) year period commencing on the date of purchase by the original retail purchaser.

The Extended Warranty Period applies only to the hermetically sealed refrigeration system contained in Hestan's undercounter refrigerators. The Extended Warranty Period is the portion of the five (5) year period commencing on the date of purchase by the original retail purchaser that is not covered by the Basic Warranty Period.

## **REMEDY:**

Hestan will provide the parts and labor necessary to repair or replace (at Hestan's option) any parts proven to be defective in material or workmanship during the Basic Warranty Period. Hestan will provide the replacement parts, but not the labor, for any parts of the hermetically sealed refrigeration system proven to be defective in materials or workmanship during the Extended Warranty Period.

The cost of freight to ship the replacement parts will be paid by Hestan. Replacement parts are warranted for the remainder of the original warranty period, or ninety (90) days, whichever is longer.

## **REGISTRATION:**

Your Hestan product can be registered via the online Product Registration form at www.hestanhome.com.

#### OTHER TERMS AND CONDITIONS

This Warranty applies only to products installed in the fifty states of the United States, the District of Columbia and the ten provinces of Canada.

To obtain the warranty coverage described in this Warranty, Hestan or its authorized distributor or dealer must receive written notice of the warranty claim within the applicable warranty period. To receive parts and/or service and the name and telephone number of the nearest Hestan authorized service representative, please contact your Hestan dealer or distributor, or Hestan's Customer Service Department by calling 888-905-7463, or e-mailing outdoorwarranty@hestan.com.

All service provided by Hestan under this Warranty must be performed by Hestan's authorized service representatives, unless otherwise specified by Hestan in writing. Service will be provided during normal business hours.

This Warranty applies only to the original retail purchaser of the Hestan product, and may not be assigned or transferred.

This Warranty does not apply to:

- Damage to Products occurring during transportation.
- Products that are used in a manner that is not normal residential or light commercial use.
- Products that are: improperly installed; misused or abused; operated with low voltage; wired in a manner not conforming to electrical codes; not properly operated in accordance with Hestan's instructions; not cleaned or maintained in accordance with Hestan's instructions, modified; or damaged by lightning other acts of nature.
- Consumable items such as light bulbs.

# LIMITED WARRANTY (continued)



- Adjustments to controls, door reversal, cleaning the condenser or other routine maintenance.
- Products for which the original proof of purchase, delivery date or serial number cannot be verified.
- Products for which the defective parts are not returned for inspection if requested by Hestan.
- Damage to other property caused by the products, including but not limited to loss of food due to spoilage and damage caused by water leakage.

THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; PROVIDED HOWEVER, THAT TO THE EXTENT REQUIRED BY LAW, IMPLIED WARRANTIES ARE INCLUDED BUT DO NOT EXTEND BEYOND THE DURATION OF THE EXPRESS WARRANTY FIRST SET ABOVE.

HESTAN'S SOLE LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER THIS WARRANTY ARE SET FORTH IN THE PARAGRAPH ENTITLED "REMEDY" SET FORTH ABOVE.

HESTAN SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING FROM THE SALE, USE OR INSTALLATION OF THE PRODUCT OR FROM ANY OTHER CAUSES WHATSOEVER, WHETHER BASED ON WARRANTY (EXPRESS OR IMPLIED) OR OTHERWISE BASED ON CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY. IN NO EVENT SHALL HESTAN'S LIABILITY WITH RESPECT TO A PRODUCT EXCEED THE PURCHASE PRICE OF THE PRODUCT.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

> Any questions about this Limited Warranty may be directed to Hestan Commercial Corporation at (888) 905-7463