

B. Warranty

SimpliFire™ WARRANTY

Hearth & Home Technologies, on behalf of its brand SimpliFire ("SimpliFire"), extends the following warranty for electric fireplaces that were purchased from a SimpliFire authorized dealer.

WARRANTY COVERAGE:

SimpliFire warrants to the original owner of the SimpliFire fireplace, and to any transferee taking ownership of the SimpliFire fireplace within one year following the date of original purchase, that the SimpliFire fireplace will be free from defects in materials and workmanship at the time of manufacture. If a SimpliFire fireplace is found to be defective in materials or workmanship during the applicable warranty period, HHT will, at its option, repair or replace the SimpliFire fireplace. SimpliFire, at its own discretion, may fully discharge all of its obligations under such warranties by replacing the product itself or refunding the verified purchase price of the product itself. The maximum amount recoverable under this warranty is limited to the purchase price of the product. This warranty is subject to conditions, exclusions and limitations as described below.

WARRANTY PERIOD:

Warranty coverage begins on the date of original purchase. In the case of new home construction, warranty coverage begins on the date of first occupancy of the dwelling or six months after the sale of the product by an independent, authorized SimpliFire dealer/ distributor, whichever occurs earlier. The warranty shall commence no later than 24 months following the date of product shipment from HHT, regardless of the installation or occupancy date.

WARRANTY CONDITIONS:

This warranty only covers SimpliFire fireplaces that are purchased through a SimpliFire authorized dealer or distributor. A list of SimpliFire authorized dealers is available on the SimpliFire websites.

WARRANTY EXCLUSIONS:

This warranty does not cover the following:

- Changes in surface finishes as a result of normal use. As a heating appliance, some changes in color of interior and exterior surface finishes may occur. This is not a flaw and is not covered under warranty.
- Damage to printed, plated, or enameled surfaces caused by fingerprints, accidents, misuse, scratches, melted items, or other external sources and residues left on the plated surfaces from the use of abrasive cleaners or polishes.
- Repair or replacement of parts that are subject to normal wear and tear during the warranty period. These parts include: paint, batteries and the discoloration of glass.
- Damages resulting from: (1) failure to install, operate, or maintain the appliance in accordance with the installation instructions, operating instructions, and listing agent identification label furnished with the appliance; (2) shipping or improper handling; (3) improper operation, abuse, misuse, continued operation with damaged, corroded or failed components, accident, or improperly/ incorrectly performed repairs; (4) environmental conditions (5) installation or use of components not supplied with the appliance or any other components not expressly authorized and approved by HHT; (6) modification of the appliance not expressly authorized and approved by HHT in writing; and/or (7) interruptions or fluctuations of electrical power supply to the appliance.
- Our obligation under this warranty does not extend to the SimpliFire fireplace's capability to heat the desired space.

This warranty is void if:

- The fireplace is subject to or operated in atmospheres contaminated by chlorine, fluorine, or other damaging chemicals.
- The fireplace is subjected to or operated in places with prolonged periods of dampness or condensation or weather. Examples include but are not limited to outdoors, porches, and laundry rooms.
- There is any damage to the fireplace or other components due to water or weather damage.

LIMITATIONS OF LIABILITY:

- The owner's exclusive remedy and SimpliFire's sole obligation under this warranty, under any other warranty, express or implied, or in contract, tort or otherwise, shall be limited to replacement, repair, or refund, as specified above. In no event will SimpliFire be liable for any incidental or consequential damages caused by defects in the appliance. Some states do not allow exclusions or limitation of incidental or consequential damages, so these limitations may not apply to you. This warranty gives you specific rights; you may also have other rights, which vary from state to state. EXCEPT TO THE EXTENT PROVIDED BY LAW, SIMPLIFIRE MAKES NO EXPRESS WARRANTIES OTHER THAN THE WARRANTY SPECIFIED HEREIN. THE DURATION OF ANY IMPLIED WARRANTY IS LIMITED TO DURATION OF THE EXPRESSED WARRANTY SPECIFIED ABOVE.