

*Products to which this limited warranty applies*

This limited warranty applies to your newly purchased Empire electric fireplace. This limited warranty applies only to purchases made 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 Hawaii or Alaska are not covered by this limited warranty. Products purchased in these States 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 and, subject to the provisions of this warranty, Empire 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.

Empire 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, Empire 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.

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 Empire 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*

If you have a service or repair question, please contact your dealer. 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 Empire 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:

- Empire will in its sole discretion either repair or replace such defective product or part without charge. If Empire is unable to repair or replace such product or part, or if repair or replacement is not commercially practicable or cannot be timely made, Empire may, in lieu of repair or replacement, choose to refund the purchase price for such product or part.
- Limited warranty service will be performed solely by dealers or service agents of Empire authorized to provide limited warranty services.

## Warranty

- For products other than surrounds (mantels) and trims, this 2 year limited warranty entitles the purchaser to on-site or in-home warranty services. Accordingly, Empire will be responsible for all labour and transportation associated with repairing or replacing the product or part except as follows: (i) charges which 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 Empire's dealer or service agent; and (ii) the purchaser is solely responsible for providing clear access to all serviceable parts of the product.
- For surrounds (mantels) and trims, this 1 year limited warranty does not entitle the purchaser to on-site or in-house warranty services. The purchaser is responsible for removal and transportation of the surrounds (mantels) and trims (and any repaired or replacement product or part) to and from the authorized dealer's or service agent's place of business. On-site or in-home services for surrounds (mantels) and trims may be performed at the purchaser's specific request and expense at Empire's then current rates for such services. Empire will not be responsible for, and this limited warranty shall not include, any expense incurred for installation or removal of the surrounds (mantels) or trims or any part thereof (or any replacement product or 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 be the purchaser's responsibility.

*What Empire and its dealers and service agents are also not responsible for:*

**IN NO EVENT WILL EMPIRE, OR ITS DIRECTORS, OFFICERS, OR AGENTS, BE LIABLE TO THE PURCHASER OR ANY THIRD PARTY. WHETHER IN CON-**

**TRACT, 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 EMPIRE 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 EMPIRE, 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.