

This Two Year Limited Warranty is provided by Hestan Commercial Corporation ("HCC"). It applies exclusively to the original purchaser ("Purchaser") of a new HCC Product ("Product") who takes title directly from an HCC authorized dealer, provided the Product has been purchased and installed in the United States or Canada. No oral or written representation or commitment given by anyone, including but not limited to, an employee, representative or agent of HCC will create a warranty or in any way increase the scope of this express Limited Warranty.

To obtain warranty service, the Purchaser must immediately contact the dealer from whom the Product was purchased or HCC at 888.905.7463.

STANDARD TWO YEAR TERM:

The overall term of this Limited Warranty is two years. During the warranty period, operating parts are warranted to the original Purchaser not to fail as a result of defects in design, materials, or workmanship during normal use. The two year period begins on the date of installation, or the date which is six months after the date of manufacture, whichever comes first. To determine when the Product was manufactured, check the serial number. The first four numbers represent the year and month of manufacture. There are exceptions to the two year length of this Limited Warranty, which may reduce or extend the period of warranty, as described below.

EXCEPTIONS TO TWO YEAR TERM:

The following parts have more than, or less than, a two year warranty period. Irrespective of when the period ends, the period starts at the time described in the paragraph above.

Exception #1, Limited 10-Year Warranty, The Product's welded steel frame has a limited warranty, to the original Purchaser

Exception #2, Six Months. The Product's cast iron grate and radiant have a limited warranty, to the original Purchaser, of six months.

Exception #3, Three Months. The Product's glass parts (including light bulbs), painted items, door gaskets, and decorative items, have a limited warranty, to the original Purchaser, of three months.

WHAT THE LIMITED WARRANTY COVERS:

If the limited warranty applies, HCC agrees to repair or replace, at HCC's option, the above warranted parts or items that fail due to defects in design, materials or workmanship during the warranted period. The limited warranty is only for the original Purchaser, and only applies in instances of normal use.

WHAT THE LIMITED WARRANTY DOES NOT COVER:

By way of example and not limitation, this Limited Warranty does not cover and HCC will not be responsible for and will not pay for: color variations in color finishes, failure or damage from abuse, accident, fire, natural disaster, loss of electrical power or gas supply to the Product, alteration, outdoor use, improper installation, improper operation, improper repair or replacement, service by someone other than an authorized agent or representative of the Hestan Commercial Service Network, exposing the Product to a corrosive atmosphere containing chlorine, fluorine, or any other damaging chemicals or not providing normal care and maintenance. Commercial equipment sold for or used in residential/home applications is excluded from this Limited Warranty.

EXERCISING THE LIMITED WARRANTY:

PURCHASER'S SOLE REMEDY UNDER THIS LIMITED WARRANTY IS REPAIR OR REPLACEMENT OF THE DEFECTIVE PART. Purchaser is responsible for making the Product reasonably accessible for service or for paying the cost to make the Product reasonably accessible for service. Service is to be provided during normal business hours of the authorized Hestan Commercial Service Provider. The difference between regular rates and overtime or premium rates will be paid by the Purchaser. Purchaser is to pay the costs related to travel beyond 50 miles (one way) from the nearest authorized Hestan Commercial Service Provider.

IMPORTANT DISCLAIMERS:

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, THE PRODUCT IS PROVIDED TO PURCHASER "AS IS". THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHER STATUTORY WARRANTIES, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED HEREBY. ANY IMPLIED WARRANTIES WHICH MAY NOT BE DISCLAIMABLE BY STATUTE WILL LAST ONLY FOR THE TERM OF THE EXPRESS LIMITED WARRANTY CONTAINED HEREIN. IN NO EVENT WILL THIS LIMITED WARRANTY BE CONSTRUED TO COVER, NOR WILL HCC BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR, ANY CONSEQUENTIAL, INCIDENTAL, ECONOMIC, DIRECT, INDIRECT, GENERAL OR SPECIAL DAMAGES, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

Some states do not allow the exclusion or limitation of incidental or consequential damages or do not allow limitations on how long an implied warranty or condition lasts, so the above limitations or exclusions may not apply to you.

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