



TEN YEAR LIMITED WARRANTY (PLUG & PLAY ELECTRIC FIREPLACE)

Twin-Star International, Inc. (the "Company") warrants to the original purchaser of a new ClassicFlame Plug & Play Electric Fireplace (the "Fireplace") is free from manufacturing defects in materials and workmanship for a period of ten (10) years from the date of original retail purchase from a qualified/authorized Twin-Star dealer, subject to the following terms, conditions and limitations. This warranty is for the USA and Canada only.

I. What this limited warranty covers and for how long

The Company warrants Fireplace components, other than fireplace surrounds (mantels) to be free from defects in material and workmanship for a period of ten (10) years from the date of the original retail purchase, as follows: (a) repair or replacement of defective products or parts (including in-home services) for the first one (1) year following the date of original retail purchase, as described in Part IV below; and (b) thereafter, replacement of defective products or parts (with no in-home services) for the remainder of the ten (10) year warranty term, as described in Part IV below.

The Company warrants Fireplace surrounds (mantels) covered by this limited warranty to be free from defects in material and workmanship for a period of one (1) year from the date of original retail purchase of such products, as follows: replacement of defective products or parts (with no in-home services) as further described in Part IV below.

II. What this limited warranty does not cover

This limited warranty does not apply to (a) replacement of Fireplace light bulbs, (b) Fireplace components that have been repaired (except by the Company or its authorized service representatives) or otherwise altered or modified, (c) damage, malfunction or defects resulting from shipping or transit, misuse, abuse, accident, neglect, incorrect installation, improper maintenance or handling, or operation with an incorrect power source, (d) damage from fire, water, lightning, power surges, abnormal environmental conditions or other acts of nature, and (e) normal wear and tear. The Company reserves the right to assess all warranty claims and to determine if the claimed defects or damages are covered by this limited warranty. This limited warranty applies only to the original purchaser of the Fireplace from a qualified/authorized Twin-Star dealer in the USA or Canada, and is not transferable.

III. What you must do to get service under this limited warranty

For warranty service, please contact the Company by phone at 1-866-661-1218, or by mail at 115 SE 4th Avenue, Delray Beach, FL 33483, USA. Please have proof of purchase, catalogue/model, manufacturer's date code and serial numbers available when calling. Proof of purchase showing the original purchase date and location is required to obtain warranty service.

IV. What the Company will do in the event of a covered warranty claim

In the event a Fireplace component covered by this limited warranty is proven to be defective in material or workmanship during the applicable warranty period, then the Company will provide warranty service in accordance with the following:

- **For valid warranty claims on Fireplace components, other than fireplace surrounds (mantels), made prior to the first anniversary of the date of original retail purchase,** the Company will elect in its sole discretion to either repair or replace the covered defective product or part without charge. If the Company is unable to repair or replace the covered defective product or part, or if repair or replacement is not commercially practicable or cannot be timely made, the Company may elect in its sole discretion, in lieu of repair or replacement, to refund the purchase price for the defective product or part. Warranty services under this paragraph include any applicable on-site or in-home warranty services, and the Company will be responsible for all labor and transportation costs associated with the repair or replacement of the defective product or part, except as follows: (i) you will be charged for reasonable transportation costs incurred for travel to and from the site where the defective product is located if the distance to such locations is more than thirty (30) miles (48 km) from the Company's closest authorized service agent or dealer; and (ii) you are solely responsible for providing clear access to all serviceable parts of the defective product, and you will be charged at the Company's customary rates for delays resulting from failure to provide such clear access and/or any additional services provided by the Company to provide such clear access.
- **For valid warranty claims on Fireplace components, other than fireplace surrounds (mantels), made between the first anniversary of the date of original retail purchase and prior to the tenth anniversary of the date of original retail purchase,** the Company will elect in its sole discretion to either repair or replace the covered defective product or part without charge. If the Company is unable to repair or replace the covered defective product or part, or if repair or replacement is not commercially practicable or cannot be timely made, the Company may elect in its sole discretion, in lieu of replacement, to refund the purchase price for the defective product or part. Warranty services under this paragraph do not include on-site or in-home warranty services, and you will be solely responsible for all expenses incurred for the removal of the defective product or part and installation of the replacement product or part, including, without limitation, all labor costs and all shipping and transportation costs to and from the Company and/or its authorized dealer or service agent.
- **For valid warranty claims on fireplace surrounds (mantels) made prior to the first anniversary of the date of original retail purchase,** the Company will elect in its sole discretion to either repair or replace the covered defective product or part without charge. If the Company is unable to repair or replace the covered defective product or part, or if repair or replacement is not commercially practicable or cannot be timely made, the Company may elect in its sole discretion, in lieu of replacement, to refund the purchase price for the defective product or part. Warranty services under this paragraph do not include on-site or in-home warranty services, and you will be solely responsible for all expenses incurred for the removal of the defective product or part and installation of the replacement product or part, including, without limitation, all labor costs and all shipping and transportation costs to and from the Company and/or its authorized dealer or service agent.

All warranty services will be performed solely by the Company's authorized dealers or service agents. On-site or in-home services not covered by this limited warranty may be performed at your specific request and expense, at the Company's customary rates for such services.

V. DISCLAIMER OF WARRANTIES AND LIABILITY LIMITATIONS

THERE ARE NO EXPRESS WARRANTIES MADE BY THE COMPANY OTHER THAN THOSE LIMITED WARRANTIES DESCRIBED ABOVE. THE COMPANY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT ANY APPLICABLE JURISDICTION PROHIBITS DISCLAIMER OF IMPLIED WARRANTIES, SUCH IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIODS OF TIME SET FORTH IN THE EXPRESS LIMITED WARRANTIES DESCRIBED ABOVE.

IN NO EVENT WILL THE COMPANY, OR ANY OF ITS DIRECTORS, OFFICERS OR AGENTS, BE LIABLE TO ANY PURCHASER, OWNER, OR USER OF THE FIREPLACE, OR TO 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 FIREPLACE, EVEN IF THE COMPANY 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 THE COMPANY, OR ANY OF ITS DIRECTORS, OFFICERS OR AGENTS, BE LIABLE FOR ANY DIRECT LOSSES, COSTS, OR DAMAGES THAT EXCEED THE PURCHASE PRICE OF THE FIREPLACE.

SOME JURISDICTIONS 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 OR EXCLUSIONS MAY NOT APPLY TO YOU.

ANY AND ALL SERVICE OR REPAIR WORK DEEMED NECESSARY MUST BE PERFORMED BY A REPAIR SPECIALIST. DO NOT ATTEMPT TO DO ANY SERVICE OR REPAIR WORK YOURSELF. IMPROPER SERVICE OR REPAIR MAY RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH.

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.