

## **FOTILE WARRANTY POLICY** **For Gas Cooktop**

**ONE (1) YEAR FULL WARRANTY ON ALL FOTILE GAS COOKTOP  
AND PARTS  
AND  
FOUR (4) YEARS LIMITED WARRANTY ON ALL PARTS OF FOTILE  
GAS COOKTOP**

### **PART I**

#### **FOTILE ONE (1) YEAR FULL WARRANTY**

*For Fotile Branded Product Only*

**IMPORTANT:** By using your Fotile Product, you are entitled to a one (1) year full warranty (“**Full Warranty**”) as set out below, and you are agreeing to be bound by the terms and conditions of the Warranty.

#### **Warranty Terms & Conditions**

Fotile America LLC (“**Fotile**”), whose address is 6 Campus Dr, Suite 210, Parsippany, NJ 07054, warrants that the goods described in this warranty are free from defects in workmanship and materials.

#### **Who May Use This Warranty**

This Warranty extends to the original purchaser of the product warranted under this Warranty and to each transferee of the product during the term of the Full Warranty (each, a “**Consumer**”).

#### **What Is Covered in This Warranty**

This Warranty covers the Fotile appliance products (the “**Product**”) and each of its components parts (the “**Parts**”) and is against defects in workmanship and materials.

The service and shipping fees for repair or replacement of Product or Parts will also be covered under this One Year Full Warranty.

#### **Period of Coverage**

The term of this Full Warranty begins on the date the Product is purchased by the original purchaser and continues for One (1) year.

After one (1) year of the purchase date of the Product, Consumer will be entitled to a four (4) years limited warranty (which terms and conditions will be set out in PART II of this warranty policy).

#### **What Will Fotile Do Under this Full Warranty**

In the event of a defect, malfunction, or other failure of the Product or Parts not caused by any misuse or damage to the Product or Parts while in Consumer's possession, Fotile will remedy the failure or defect within a reasonable time, without charge to the Consumer.

Fotile shall have sole discretion either to repair the Product or Parts or replace the Product with the same model (or with Consumer's consent a product that has similar functionality). If the Product or Parts still contain(s) a defect or malfunction after a reasonable number of attempts by Fotile to remedy the defect or malfunction, the Consumer is entitled to either a refund of the purchase price or a replacement of the Product or Parts without charge.

Notwithstanding the foregoing, Fotile will not elect refund unless it is unable to provide replacement and repair is not commercially practicable and cannot be made within the time for performance, or unless the Consumer is willing to accept the refund.

Fotile may use new and/or reconditioned parts made by various manufacturers in performing this Full Warranty. In the case of repair or replacement, Fotile shall own all the parts removed from the Product. In the case of a replacement or refund, Consumer shall return the defective Product free and clear of liens and other encumbrances. Consumer shall not allow the Product to be repaired by any party other than Fotile's appointed technician.

## **PART II**

### **FOTILE FOUR (4) YEARS LIMITED WARRANTY**

*For Fotile Branded Product Only*

**IMPORTANT:** By using your Fotile Product immediately following the Fotile one (1) year full warranty period, you are entitled to a four (4) years limited warranty ("**Limited Warranty**") as set out below, and you are agreeing to be bound by the terms and conditions of the Limited Warranty.

#### **Warranty Terms & Conditions**

Fotile America LLC ("**Fotile**"), whose address is 6 Campus Dr, Suite 210, Parsippany, NJ 07054, warrants that the goods described in this warranty are free from defects in workmanship and materials.

#### **Who May Use This Limited Warranty**

This limited Warranty extends only to the original purchaser of the product warranted under this Limited Warranty (the "**Purchaser**"). It does not extend to any subsequent owner or other transferee of the product.

In addition, this Limited Warranty is valid only if a warranty card designated by Fotile at purchase of the Product is completed and returned to authorized dealers of Fotile within fourteen (14) days from the date of the purchase.

#### **What Is Covered in This Limited Warranty**

This Limited Warranty covers each component part (the "**Parts**") of the Fotile Appliance Product (the "**Product**") and is against defects in workmanship and materials only.

The service and shipping fees for repair or replacement of the Parts will not be covered under this Limited Warranty.

#### **Period of Coverage**

The term of this Limited Warranty begins on the second anniversary of the date the Product is purchased by the original purchaser and continues for four (4) years (the “**Limited Warranty Period**”). The Limited Warranty Period is not extended if Fotile repairs or replaces the Parts of the Product. Fotile may change the availability of this Limited Warranty at its discretion, but any changes will not be retroactive.

### **What Will Fotile Do Under this Limited Warranty**

With respect to any defective Parts during the Limited Warranty Period, Fotile will in its sole discretion either repair or replace such defective Parts. Purchaser however shall pay for the service fees for repair or shipping and handling fees for the replacement of the Parts if Fotile elects to replace the defective Parts.

Fotile may use new and/or reconditioned parts made by various manufacturers in performing this Limited Warranty. In the case of repair or replacement, Fotile shall own all the parts removed from the Product. In the case of a replacement, Consumer shall return the defective Parts free and clear of liens and other encumbrances. Consumer shall not allow the Product to be repaired by any party other than Fotile’s appointed technician.

### **Exclusion of Implied Warranties**

**Except where prohibited or restricted by law, there are no warranties, whether express, oral or statutory which extend beyond the description on the face hereof, including specifically the implied warranties of merchantability or fitness for a particular purpose.**

## **PART III**

### **GENERAL PROVISIONS**

#### **What Is Not Covered in This One (1) Year Full Warranty and Four (4) Years Limited Warranty**

This Full Warranty does not apply to any non-Fotile branded Products, and the following damages of Product and Parts are expressly excluded from this Full Warranty:

1. Damage resulting from normal wear and tear items (such as light bulb, filter, flexible hose, rubber gasket etc.).
2. Damage on external finishing (discoloring after prolong usage), accessories, external, removable and/or breakable items (i.e. glass door, tray, burner grid, rotisserie kit, batteries, knobs, oil cup, end cap, evaporator pan, strainer, enameled/ chromes/ stainless steel surface/finishing).
3. Damage resulting from the act of neglect, misuse, abuse, default or unauthorized service, transportation, improper installation and repairs, unauthorized disassembly, alteration and modification.
4. Damage caused directly or indirectly by acts of Government, strikes, lockout, fire explosion, attack of household pests, act of God, lightning, flood, pollution or any cause beyond the control of authorized dealers of Fotile.
5. Abnormal voltage or the use of a generator and/or used not in accordance to the instruction manuals.

## **LIMITATION OF LIABILITY**

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## **How to Register Your Product**

Please go to <https://shop.fotileglobal.com/register-today-for-product-support/> and register your product for warranty purpose.

## **How to Make a Warranty Claim**

To request a remedy under the Full Warranty or the Limited Warranty, the Consumer must provide proof of the original purchase date of the Product.

Steps to make a warranty claim:

- • Locate your original sales receipt and make a note of your model and serial number.
- • Notify the Company at the address or Call Toll Free 888-315-0366 to initiate the service request process.
- • Describe the nature of any defect in the Product or part.

If you cannot provide a copy of the original written limited warranty, then the terms of the Company's most current written limited warranty for your particular product will control.

**Either the Full Warranty or the Limited Warranty gives you specific legal rights, and you may also have other rights which vary from State to State.**