

## LIMITED WARRANTY

### BlueStar® Cooking Appliances, BlueStar® Ventilation Hoods, Prizer Hoods® Ventilation Hoods and Abbaka Ventilation hoods and remote blowers

Before using your Product, please read this Limited Warranty and Arbitration Clause carefully to understand your rights.

This Warranty is provided to you by Prizer-Painter Stove Works, Inc. (“Prizer-Painter”), which warrants the parts of your BlueStar® cooking appliance, BlueStar® ventilation hood, Prizer Hoods® ventilation hood, or Abbaka ventilation hood or remote blower (“Product”), as described below.

This Warranty covers the owner of the residence in which the Product is installed, and his or her spouse (“Owner” or “You”).

#### **Products Covered**

This Warranty applies only to BlueStar® cooking appliances, BlueStar® ventilation hoods, Prizer Hoods® ventilation hoods and Abbaka ventilation hoods and remote blowers purchased in the continental U.S. and Canada on or after April 1, 2019. This Warranty applies only to Product sold by a BlueStar® authorized dealer or Prizer-Painter directly for use in residential properties only. Products must be installed by a qualified, licensed installer. Any service call deemed to be the result of improper installation shall be the responsibility of the owner. This Warranty is also void if the original factory installed serial number is altered or removed from the Product.

#### **Products Not Covered**

This Warranty does not apply to Products installed or used in any commercial or other non-residential property such as, but not limited to, day care facilities, hotels, motels, firehouses and nursing homes. This Warranty does not cover Products installed outside the U.S. or Canada. This Warranty does not apply to gas type conversions on cooking appliances not completed by a certified gas technician, licensed plumber or certified BlueStar® servicers.

#### **Full Two-Year Warranty**

Product Registration is not required to obtain Warranty Coverage but is highly recommended for optimal servicing and affects the length and certain remedies available under the warranty.

If the Product is properly registered within 90 days of Installation Date: For two (2) years from the date that the Product is originally installed, this Warranty covers all parts and labor to repair or replace, at our discretion, any functional component of the Product, that is defective in materials or workmanship. Replacement service will only be provided if and when attempts to repair the Product have been exhausted. Such repair or replacement service must be performed by a factory authorized service agent located within 100 miles roundtrip from the location of the Product. Service will be provided during normal business hours. The Owner will be responsible for any and all costs associated with additional mileage, non-standard service or overtime, and special equipment required to remove the Product so that service may be performed. Prizer-Painter reserves the right to deny warranty coverage for excessive installation delays.

For products not properly registered: For one (1) year from the date that the Product is originally installed, this Warranty covers all parts and labor to repair or replace, at our discretion, any functional component of the Product, that is defective in materials or workmanship. Replacement service will only be provided if and when attempts to repair the Product have been exhausted. Such repair or replacement service must be performed by a factory authorized service agent located within 100 miles roundtrip from the location

of the Product. Service will be provided during normal business hours. The Owner will be responsible for any and all costs associated with additional mileage, non-standard service or overtime, and special equipment required to remove the Product so that service may be performed. Prizer-Painter reserves the right to deny warranty coverage for excessive installation delays.

**Limited Cosmetic Component Warranty:** This Warranty covers the repair or replacement of all cosmetic component flaws for thirty (30) calendar days from the date of delivery of the Product to the owner's home from a BlueStar® authorized dealer. Cosmetic components include top grates, ring grates, plate rail, kick panel, body sides, glass, control panel, door panel, back guards, oven seals), front sides of hoods, and hoods strapping. Cosmetic components flaws include visible chips, scratches, dents, provided, however, that cosmetic flaws caused by freight damage are excluded.

**Limited Warranty on Floor Models Not Used For Demonstration:** Floor Models are covered by a one (1) year limited functional parts and related services warranty, with proof of date of installation. There is no cosmetic warranty of any kind for floor models.

**Limited Warranty on Floor Models Used For Demonstration:** Floor Models used for demonstration are covered by a ninety (90) day limited parts warranty only, with proof of date of installation. There is no service or cosmetic warranty of any kind for floor models.

#### **Limited Warranty on Product Refurbished**

Refurbished Products are covered by a six (6) months limited functional parts and labor warranty, with proof of installation, as well as an additional six (6) months limited parts warranty. There is no cosmetic warranty of any kind on Refurbished Product.

#### **Registration**

Registration is strongly recommended. While not necessary to effectuate warranty coverage, it is the best way for Prizer-Painter to communicate with you about important events and also provides additional warranty coverage. TO REGISTER, please fill out the "Performance Checklist and Warranty Form" located online at [www.bluestarcooking.com/support/product-registration](http://www.bluestarcooking.com/support/product-registration). Or mail the form located in the back of the Product Use and Care Manual to: Warranty Department, Prizer-Painter Stove Works, 318 June Avenue, Blandon, PA 19510-9566.

#### **Obtaining Warranty Service**

If a Warranty claim is not submitted as required, such claim will be invalid and will not be honored.

To obtain Warranty service, where applicable, the Owner must call the Service Center (toll free: 1-800-449-8691) or fill out the online form at [www.bluestarcooking.com/service](http://www.bluestarcooking.com/service) to report a warranty claim, and may be required to, at the time, provide (1) the model number of the Product, (2) the serial number of the Product, (3) proof of delivery, (4) a signed installation receipt, (5) a description of the claimed defect, and (6) proof of purchase of the Product, including the original retail receipt or invoice to establish the Warranty Period. Prizer-Painter must be given an opportunity to inspect any Product subject to a warranty claim. All warranty related service repairs must be performed by a factory authorized service agent.

This Limited Warranty gives you specific legal rights, and you may also have other rights that may vary from state to state or province to province.

### **Out of Warranty Product**

Prizer-Painter is under no obligation, at law otherwise, to provide you with any concessions, including repairs, pro-rates or Product replacement, once this warranty has expired.

### **What Is Not Covered**

This Warranty does not cover, and specifically excludes:

- Damages caused by shipping.
- Damage or repairs to the porcelain igniters, calibrations and normal adjustments after installation and setup, including burner adjustments.
- Normal wear and tear, care, and maintenance of the Product as described in the installation and operating manual, such as cleaning of parts, discoloration of the griddle, rust, gasket materials, ceramic materials, and fuses.
- Damage or repairs caused by alterations or modifications, abuse, excessive force, misuse, neglect, or improper installation, instruction, handling, operation, maintenance or storage.
- Accidental or intentional damage.
- Damage or repairs caused by unauthorized or improper service or repairs.
- Damages or repairs as a result of natural disasters, fires, floods, earthquakes, winds, lightning, corrosive atmosphere, loss of electrical power to the Product for any reason, or other conditions beyond Prizer-Painter's control.
- Damage or repairs caused by alteration for outdoor use.
- Damage or repairs caused by the use of harsh chemicals or cleaning products improperly applied.
- Discolorations to backguards from use of griddle or burners.
- The replacement of a part or Product under this Warranty does not extend the Warranty period.
- If the Product is removed from the property where it was originally installed .
- Slight color variations may be noticed because of differences in painted parts, kitchen lighting, product placement, and other factors; this warranty does not apply to color variations.
- Service calls to educate the customer on proper use and care of the product.
- Failure of the product when used for commercial, business, rental or any application other than for residential consumer use.
- Liability or responsibility for damage to surrounding property including cabinetry, floors, ceilings and other structures or objects around the Product.
- Consequential or incidental damage, including but not limited to food or medicine loss, time away from work or restaurant meals.

This warranty is in lieu of all other express warranties. No employee or representative of Prizer-Painter is authorized to make any modification, extension or addition to this Limited Warranty.

**ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE LIMITED TO THE**

**DURATION OF THIS WARRANTY.** Some states and provinces do not allow limitations on implied warranties, so the above limitation may not apply to you.

**THE OWNER AND PRIZER-PAINTER AGREE THAT THE REMEDIES SET OUT HEREIN ARE THE OWNER'S EXCLUSIVE REMEDIES FOR BREACH OF ALL WARRANTIES, EXPRESS OR IMPLIED.**

**WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR BREACH OF CONTRACT, OR ANY THEORY, PRIZER-PAINTER SHALL IN NO EVENT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR EXPENSES, SUCH AS, EXTRA UTILITY EXPENSES, SHIPPING COSTS RELATED TO REPAIR OR REPLACEMENT OF ANY PRODUCT OR DAMAGES TO PROPERTY, RESULTING FROM BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.** Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so these provisions may not apply to you.

**Where Can Any Legal Remedies Be Pursued**

Please see the Arbitration Clause and Related Provisions, which affect your legal rights. [Read this Arbitration Clause](#) and its related provisions carefully. The Arbitration Clause is also available on Prizer-Painter's website.