

LIMITED WARRANTY

BlueStar® Cooking Appliances, BlueStar® Ventilation Hoods and Prizer Hoods® Ventilation Hoods

Who Is Providing The Warranty?

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 or Prizer Hoods® ventilation hood ("Product"), as described below.

Who Does This Warranty Cover?

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

To What Types Of Installations Does This Warranty Apply?

This Warranty applies to cooking appliances and ventilation hoods installed in residential properties only. The Product must be installed by a certified gas technician or licensed plumber for the warranty to apply. Self-installations or installations by a person, who is not a certified gas technician or a licensed plumber, will void this Warranty. This Warranty is also void if the original factory installed serial number is altered or removed from the Product.

What Products Does this Warranty Cover?

This Warranty applies only to BlueStar® cooking appliances, BlueStar® ventilation hoods, and Prizer Hoods® ventilation hoods purchased in the continental U.S. and Canada on or after February 22, 2002.

What Products Does this Warranty Not Cover?

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, 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® servicer.

What Problems Does this Warranty Cover?

Subject to the conditions set forth below, this Warranty covers defects in materials and workmanship that appear under normal use and maintenance.

What Problems Does this Warranty Not Cover?

This Warranty does not cover, and specifically excludes:

- Damage caused by shipping.
- Damage or repairs to the porcelain igniters, calibrations and normal adjustments after installation and setup, including burner adjustments.
- Normal wear, 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, misuse, neglect, or improper installation, instruction, handling, operation, maintenance or storage.
- Accidental or intentional damage.
- Damage or repairs caused by unauthorized service or repairs
- Damage 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.

This warranty is in lieu of all other express warranties. **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.

If you are a California or Quebec resident, please refer to the section below.

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 OTHER TORT THEORY, PRIZER-PAINTER SHALL IN NO EVENT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO 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 this provision may not apply to you.

When Does Warranty Coverage Begin?

Warranty coverage begins the date that the Product is originally installed. ("Installation Date").

How Long Does the Warranty Coverage Last?

Registration is not required to obtain Warranty coverage, but registration affects the length and certain other remedies available under the Warranty. If the Product is not registered, the Warranty lasts for one (1) year on all parts, including the functional component parts contained in the cast iron burner top; seven (7) days for cosmetic component defects as described below; and ninety (90) days on all floor models whether or not used for demonstration.

If the Product is properly registered with Prizer-Painter within (30) days of the installation date, the Warranty lasts for ten (10) years on cast iron burner heads and grates; one (1) year on all other functional component parts and related service; seven (7) days for cosmetic flaws as described below; and provides for extended coverage on certain floor models under the conditions described below.

• **Cosmetic Component Warranty:** This Warranty covers all cosmetic component flaws for seven (7) calendar days from the **date of delivery** of the Product to the original purchaser. Cosmetic components include top grates, ring grates, plate rail, kick panel, body sides, glass, control panel, door panel, back guards, oven seals,

light bulbs, and enameled parts. Cosmetic component flaws include visible chips, scratches, dents. All cosmetic component claims to Prizer-Painter must be made within the seven (7) day warranty period or they are void.

• **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.

• **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.

The replacement of a part or Product under this Warranty does not extend the Warranty period. None of these Warranty periods continues if the Product is removed from the property where it was originally installed.

How do I Register?

Registration is strongly urged. TO REGISTER, please fill out the "Performance Checklist and Warranty Form" located in the back of the Product Use and Care and Limited Warranty Manual and mail or fax (610-926-2666) the form to: Warranty Department, Prizer-Painter Stoveworks, 318 June Avenue Blandon, PA 19510-9566.

What Will Prizer-Painter Do To Correct Problems?

Prizer-Painter will furnish a replacement part, without charge, to replace any part found to be defective due to workmanship or materials under normal use and maintenance. Furnishing the replacement part is Prizer-Painter's only responsibility under this Warranty to Owners, and a no-charge replacement part is the Owner's only remedy, subject to the related conditions described below.

• **Cosmetic Components.** Prizer-Painter will provide for a factory authorized service agent, free of charge, to repair or replace any cosmetic component flaw properly reported within seven (7) calendar days from the **date of delivery** of the Product to the original purchaser.

• **Functional Components.** In addition to a replacement part, Prizer-Painter will cover reasonable labor and material costs for repair or replacement service of a functional component during the applicable Warranty period. 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. The Owner is responsible for all other labor and labor related costs.

How Can An Owner Obtain Warranty Service?

All Warranty claims must be reported to Prizer-Painter Stove Works, Inc., 318 June Avenue Blandon, PA 19510-9566 prior to the expiration of the applicable Warranty Periods set forth above. 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 factory (toll free: 1-800-449-8691) to report a warranty claim, and must, at that 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.

California and Quebec Residents

Failure by California and Quebec residents to complete the Product registration form does not diminish their warranty rights.

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.

ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.

1. Parties: This arbitration clause affects your rights against Prizer-Painter Stove Works, Inc. and any of its affiliates or employees or agents, successors, or assigns, all of whom together are referred to as “we” or “us” for ease of reference.

2. ARBITRATION REQUIREMENT: EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL. “Dispute” will be given the broadest possible meaning allowable by law. It includes any dispute, claim, or controversy arising from or relating to your purchase of a Prizer-Painter Product, any warranty upon the unit, or the unit’s condition. It also includes determination of the scope or applicability of this Arbitration Clause. The arbitration requirement applies to claims in contract and tort, pursuant to statute, or otherwise.

3. CLASS-ARBITRATION WAIVER: ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US, AND US AGAINST US, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

4. Discovery and Other Rights: Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.

5. SMALL CLAIMS COURT OPTION: YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.

6. OPTING OUT OF THIS ARBITRATION CLAUSE: YOU MAY OPT OUT OF THIS ARBITRATION CLAUSE WITHIN 60 DAYS OF WHEN WARRANTY COVERAGE BEGINS, IF YOU INFORM PRIZER-PAINTER IN WRITING, VIA REGISTERED MAIL (SENT TO PRIZER-PAINTER CONSUMER AFFAIRS , Prizer-Painter Stoveworks, 318 June Avenue Blandon, PA 19510-9566. THAT YOU ARE OPTING OUT. There is no other procedure to opt out. Opting out of this Arbitration Clause will not affect your other rights under this warranty.

7. Governing Law: The procedures and effect of the arbitration clause will be governed by the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*) rather than by state law concerning arbitration. The law governing your substantive warranty rights and other claims will be the law of the state in which you purchased your Prizer-Painter Product. Any court having jurisdiction may enter judgment on the arbitration award.

8. Rules of the Arbitration: If the amount in controversy is less than \$50,000, the arbitration will be decided by a single arbitrator. If the amount in controversy is greater than or equal to \$50,000, the arbitration will be decided by a panel of three arbitrators. The arbitrator(s) will be chosen pursuant to the rules of the administering arbitration organization. You may choose either of the following arbitration organizations, and its applicable rules: the American Arbitration Association, 1633 Broadway, 10th Floor, New York, NY 10019 (www.adr.org), JAMS, 1920 Main Street, Ste. 300, Irvine, CA 92614 (www.jamsadr.com), or any other organization that you may choose subject to our approval. These organizations’ rules can be obtained by contacting the organization or visiting its website. If the chosen arbitration organization’s rules conflict with this Arbitration Clause, the provisions of this Arbitration Clause control. The award of the arbitrator(s) shall be final and binding on all parties.

9. Location of the Arbitration Hearing: Unless applicable law provides otherwise, the arbitration hearing will be conducted in the federal district in which you reside.

10. Costs of the Arbitration: Each party is responsible for its own attorney, expert and other fees, unless awarded by the arbitrator(s) under applicable law. Prizer-Painter will pay your share of the fees charged by the arbitration organization and arbitrator(s) beyond the first \$200. Where permissible by law, you may be required to reimburse Prizer-Painter for the fees of the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s).

11. Survival and Enforceability of this Arbitration Clause: This Arbitration Clause shall survive the expiration or termination, or any transfer, of the warranty on your unit. If any part of this Arbitration Clause, except waivers of class-action rights, is found to be unenforceable for any reason, the remainder shall remain enforceable. If, in a case in which class-action allegations have been, a waiver of class-action rights is found to be unenforceable with respect to all or some parts of a dispute, the remainder of this Arbitration Clause shall be unenforceable as those parts. Instead, those parts will be severed and proceed in court, with the remaining parts proceeding in arbitration.

Owner Name: _____

Address of Installation: _____

City/State-Province/Zip-Postal Code: _____

Phone #: _____

Model #: _____ Serial #: _____

Installation Date: _____