

Warranty

Who Is Providing The Warranty? Prizer-Painter Stove Works, Inc. (“Prizer-Painter”) warrants the parts of your BlueStar refrigeration appliance (“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”).

What Products Does this Warranty Cover? This warranty applies only to BlueStar refrigeration appliances purchased in the continental U.S. and Canada and installed in residential properties only for normal residential use. The product must be installed by a trained technician for the warranty to apply. Damages resulting from self-installations and/or installations or product mountings inconsistent with the product specifications 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 Not Cover? This warranty does not cover products installed or used in any commercial or other non-residential property such as, but not limited to, day care facilities, hotels, motels, inns, and nursing homes. This warranty does not cover products installed outside the U.S. or Canada.

What Does this Warranty Provide? Subject to the specific conditions and limitations below, this warranty covers parts and labor necessary to repair or replace any part of the product that contains defects in materials and workmanship that appear under normal use and maintenance of refrigeration appliances in residential properties.

Two Year Warranty. For two (2) years from the date of installation, this warranty covers all parts and labor necessary to repair or replace any part on the product that proves defective.

Five Year Warranty-Sealed System. For five (5) years from the date of installation, this warranty covers all parts and labor on the compressor, condenser, evaporator, drier and all connecting tubing.

Thirteen Year Limited Warranty-Sealed System. For thirteen (13) years from the date of installation, the compressor, condenser, evaporator, drier, and all connecting tubing are covered by a limited parts only warranty.

Cosmetic Component Warranty. This warranty covers visible chips, scratches and dents for sixty (60) days from the installation date of the product by the original purchaser. Cosmetic components include stainless steel and painted doors, handles, and surfaces.

Floor Models Not Used For Demonstration. There is no cosmetic warranty of any kind for floor models. All other applicable warranties apply from the date of purchase.

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

Exceptions. 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 location where it was originally installed. Warranty service in areas beyond a 30 mile radius from an authorized BlueStar retailer or service provider may require certain costs to the consumer.

What Problems Does this Warranty Not Cover? This warranty does not cover, and specifically excludes:

- Damage caused by shipping.
- Normal adjustments after installation and setup.
- Normal wear, care, and maintenance of the product as described in the Use and Care Manual.
- Replacement water filters.
- Damage or repairs caused by alterations or modifications, abuse, misuse, neglect, or improper installation, mounting, handling, operation, maintenance or storage.
- Accidental or intentional damage.
- Damage or repairs caused by unauthorized service or repairs, including unauthorized adjustments or calibrations performed on the product.
- 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.

For further information about this warranty, contact Prizer Painter Customer Service at (877) 427-3290.

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How Can An Owner Obtain Warranty Service? All warranty claims must be submitted to Prizer Painter customer service by calling (877) 427-3290 prior to the expiration of the applicable warranty periods set forth above.

How Do I Register for the Warranty? To register, please visit www.bluestarcooking.com/support/product-registration or call customer service at (877) 427-3290 for assistance.

California and Quebec Residents. Failure by California and Quebec residents to register does not diminish warranty rights.

LIMITATIONS ON LIABILITY. 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 limitations 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 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.

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.

Where Can Any Legal Remedies Be Pursued? Please read carefully the Arbitration Clause and its Provisions, which affect your legal rights. 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 EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU 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.

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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 PURCHASE, IF YOU INFORM PRIZER-PAINTER IN WRITING, VIA REGISTERED MAIL (PRIZER-PAINTER, 318 June Ave., Blandon, PA 19510) 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 warranty rights or other claims will be the law of the state in which you purchased your 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 organization that administers the arbitration. 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 other organization that you may choose subject to our approval. These organizations' rules can be obtained by contacting or visiting the organization's website. If the 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.

Name of Owner _____

Address of Installation _____

City/State-Province/Zip-Postal Code _____

Phone # _____

Model #: _____

Serial # _____

Installation Date _____