

LIMITED WARRANTY TERMS & CONDITIONS – UPDATED 2023/01/19

The Firesmiths limited warranty only applies to products purchased from an authorized retailer, agent or through the www.firesmiths.co website.

Manufacturer warrants to the original consumer-purchaser only that our products shall be free from defects in workmanship and materials after correct assembly - and under normal and reasonable home or outdoor use for the periods indicated below beginning on the date of purchase.

Period of coverage: 2 years

Scope of coverage: All parts

Type of failure coverage: perforation, manufacturing, and material defects only

Note: This limited 2-year warranty is applicable only in South Africa and is only available to the original owner of the product and is not transferable. Manufacturer requires proof of customer date of purchase. Therefore, all sales slip or invoice must be retained. Registering a product with Firesmiths is not a substitute for proof of purchase and the manufacturer is not responsible for or required to retain proof of purchase records. This limited warranty applies to the functionality of the product ONLY and does not cover cosmetic issues such as scratches, dents, corruptions or discoloring by heat, abrasive and chemical cleaners or any tools used in the assembly or installation of the appliance, surface rust, or the discoloration of stainless steel surfaces. Paint is not warranted and may require touch-up. RUST is not considered a manufacturing or materials defect. This limited warranty will not reimburse you for the cost of any inconvenience, food, personal injury or property damage.

An exception to the above normal period of coverage, as well as scope of coverage, is for any Firesmiths manufactured stainless-steel products. For stainless steel products the limited warranty period applicable is 5 years from date of purchase and covers all parts and any defects in workmanship and materials after correct assembly. This limited 5-year warranty is only our stainless-steel products and applies to the functionality of the product ONLY. It does not cover cosmetic issues such as scratches, dents, corruptions or discoloring by heat, abrasive and chemical cleaners or any tools used in the assembly or installation of the appliance, surface rust, or the discoloration of stainless steel surfaces. RUST is not considered a manufacturing or materials defect. This limited warranty will not reimburse you for the cost of any inconvenience, food, personal injury or property damage.

ITEMS MANUFACTURER WILL NOT PAY FOR:

- Shipping cost, standard or expedited, for warranty and replacement parts
- Service calls to your home.
- Repairs when your product is used for other than normal, single-family household or residential use.
- Acts of God, improper installation or maintenance, installation not in accordance with electrical or plumbing codes, or use of products not approved by the manufacturer.
- Any food loss due to product failures or operating difficulties.
- Pickup and delivery of your product.
- Repairs to parts or systems resulting from unauthorized modifications made to the product.
- The removal and/or reinstallation of your product.
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DISCLAIMER OF IMPLIED WARRANTIES AND LIMITATION OF REMEDIES

Repair or replacement of defective parts is your exclusive remedy under the terms of this limited warranty. In the event of parts availability issues, the manufacturer reserves the right to substitute like or similar parts that are equally functional.

Manufacturer will not be responsible for any consequential or incidental damages arising from the breach of either this limited warranty or any applicable implied warranty, or for failure or damage resulting from acts of God, improper care and maintenance, grease fire, accident, alteration, replacement of parts by anyone other than Manufacturer, misuse, transportation, commercial use, abuse, hostile environments (inclement weather, acts of nature, animal tampering), improper installation or installation not in accordance with local codes or printed manufacturer instructions.

Neither authorized agents nor the retail establishment selling this product has any authority to make any additional warranties or to promise remedies, in addition to or inconsistent with those stated above. Manufacturer's maximum liability, in any event, shall not exceed the purchase price of the product paid by the original consumer.

RETURNS POLICY – UPDATED 2023/01/19

This policy forms part of Firesmiths Limited Warranty Terms and Conditions - and words defined in the Limited Warranty Terms and Conditions have the same meaning in this policy unless the context indicates otherwise. Nothing in this policy is intended to limit statutory rights in any way. Please take note this return policy only applies to products purchased directly from Firesmiths, authorized retailer, and agents,

Statutory warranty against defects

We warrant all our new goods against any defects for six months of normal household or business use, from the time we supplied the goods. This is the statutory warranty in terms of the Consumer Protection Act of 2008 (the CPA).

Extended supplier warranty

After the six months' statutory warranty has expired, some of our products have an extended warranty. Please refer to our "Limited Warranty Terms & Conditions" section.

Invalidation of warranties and right to return unsuitable goods

Warranties on any of our goods will be invalid if any person who is not suitably qualified has opened, tampered with or altered the goods contrary to the instructions or removed the warranty label. This also applies to goods found to be unsuitable. It is considered fraud to damage goods deliberately to claim a refund.

Statutory compensation

We will repair, replace, or refund the price of any defective goods returned to us during the six-month statutory warranty. Returns must follow our returns procedure below. We will do our best to repair the defective good, or replace it within 21 calendar days. However, if it takes longer, we will contact you to let you know what is happening.

Choice of compensation

Any customer that is also a consumer under the CPA may decide whether we should either repair or replace the defective goods, or make a refund.

Statutory right to return unsuitable / unwanted goods

You may return goods within 14 days of delivery if the goods are not what you ordered or expected, or are not suitable for a specific purpose as communicated.

Unwanted Products

In general and in accordance within your statutory rights, you can return a product to Firesmiths provided that:

Any return of physical goods must include all accessories and instructions, and all original packaging that is still available. Returns that are sent back otherwise will have a 10% repackaging fee levied against them. If original delivery packaging is not available, please make sure the goods are in protective packaging as we are not responsible for any damage in transit. If the returning product item has not been packaged properly and is damaged, then we simply cannot give you a refund. It is your responsibility to package the item correctly and ensure it does not fall under "items manufacturer" will not pay for as part of our limited warranty terms and conditions.

We will refund the full price of any unsuitable goods in their original unopened packaging towards the customer. For opened goods, we may deduct or charge a reasonable amount for any use of the goods

plus certain costs necessary for repackaging and restocking, subject to the CPA. These costs are usually up to 25% of the cost of the goods.

In the unlikely event that we accidentally delivered the wrong product to you, or if the product is not as described by us to you or on our website (or if it is missing any accessories), please notify us and we will collect the product from you at no charge. Once we have inspected the product and validated your return, we will, at your choice, deliver the correct product to you as soon as possible (if the correct product is available); or credit your account with the purchase price of the product within 14 days of the return (or refund you if that is your preference).

We will require the following information however to assess where in the delivery process the damage may have occurred:

- photograph of the outer box
- photograph of the inside of the box, including the inner packaging; and
- photograph of the damaged item.
- If necessary we will arrange collection of the product from you at no charge. Once we have inspected the product or photographs and validated your return (if needed), we will, according to your preference:

replace the product (if available); or

- issue a refund for the purchase price of the product or
- issue a refund (using the same method of payment you originally used for the purchase).
- Please note that a refund is not available if the item was received as a gift.
- Credits and refunds are normally handled within 14 days of logging the return (bear in mind that refunds can take 1-4 working days to reflect in your account). Repairs and replacements could take longer, depending on parts / replacement availability. For authorised agents please contact their support departments directly for term and conditions with regards to product damages on delivery / collection.

Defective products

We offer a limited 2-year warranty on our Firesmiths products with the exception of product made out of stainless steel. Here we offer a 5-year limited warranty. Please refer to the limited warranty terms and conditions for more detailed information. We do our best to ensure that the products we deliver to you are of a high quality and without defects.

What is a defect? A defect is a material imperfection in the manufacture of a product or any characteristic of a product, which makes the product less acceptable than one would reasonably be entitled to expect in the circumstances. Please refer to our limited warranty policy for more detail on what is exactly covered and excluded.

Take note following will NOT be regarded as defects and will not entitle a return under this section 4:

- faults resulting from normal wear and tear;
- damage arising from negligence, user abuse or incorrect usage of the product;
- damage arising from electrical surges or sea air corrosion;
- damage arising from a failure to adequately care for the product;
- damage arising from unauthorised alterations to the product
- Damage, failures, or operating difficulties resulting from accident, alteration, careless handling, misuse, abuse, fire, flood, acts of God, improper installation or maintenance, installation not in accordance with electrical or plumbing codes, or use of products not approved by the manufacturer

Limited Warranty

This warranty only applies to units purchased from an authorized agent or www.firesmiths.co directly. Firesmiths warrants to the original consumer-purchaser only that this product shall be free from defects in workmanship and materials after correct assembly and under normal and reasonable home use for the periods indicated below beginning on the date of purchase. Firesmiths and our authorised agents reserves the right to require that defective parts be returned, postage and or freight pre-paid by the consumer for review and examination.

If you have received a product which turns out to be defective, please notify us directly if purchased from Firesmiths or contact your authorised agent that you purchased from as soon as reasonably possible after you become aware of the defect, but in any event within 6 months after delivery / collection of the product.

Once our authorised agent or www.firesmiths.co have inspected the product and validated your return, we will, at your choice, repair / replace the product (if such repair / replacement is possible) or the authorised agent or Firesmiths will credit your account with the purchase price of the product (or refund you if that is your preference). Credits and refunds for good purchase from Firesmiths directly are normally handled within 14 days of logging the return (bear in mind that refunds can take 1-4 working days to reflect in your account). Repairs and replacements could take longer, depending on parts / replacement availability. If purchased from one of our authorised agents please contact their support centre for more information and assistance with regards to credit and refund of your purchase.

We ask that you please provide suitable packaging for returning the products to us or our authorized agents as well as all accessories that were sold with the defective item when you return it to us - regardless of whether you request a repair / replacement or a refund. Our courier or that our authorised agents is entitled to refuse collection of a product that is not properly packaged for transport to our or our authorise agents return address.

Charges

If you return a defective product to us, but you fail to return all of the accessories that were sold with that product, we are entitled (subject to applicable law) to refuse the return, only to replace the item that you did return, or to estimate the value of the missing accessories and only to credit or refund you in respect of the returned item.

All warranty claims, refund or repair requests need to be escalated and mailed through to your respective account manager. You will then receive an acknowledgment of your escalation within a valid confirmation mail. If not done in this manner Firesmiths will not process anyclaims and cannot be held liable for any delays in processing requests.



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