MODERN FLAMES AUSTRALIA LIMITED WARRANTY

Modern Flames Australia extends the following warranty for all Modern Flames brand products that are purchased from Modern Flames Authorized Dealers.

Please visit our website for most up to date warranty policy. www.modernflames.com.au

Warranty Coverage: Modern Flames warrants that the products and their component parts will be free from defects in materials and workmanship for the applicable period of the warranty coverage set forth in the below warranty period. If a product or component is found to be defective in materials or workmanship during the applicable warranty period, Modern Flames, at its discretion, may repair the applicable component, replace the applicable component, or refund the purchase price of the applicable product(s). The maximum amount recoverable under warranty is limited to the purchase price of the product. The warranty period is nontransferable.

Warranty Period: Warranty period is 2 years from date of purchase for Landscape Pro Multi, Slim, Spectrum Slimline, Redstone Series and Challenger Series. Warranty period is 5 years from date of purchase for Orion Multi, Slim and Traditional Series.

<u>Warranty Conditions</u>: This warranty only covers Products that are purchased through an authorized Modern Flames dealer or distributor on or after 1/1/2023. Any product purchased prior to that date must have original invoice or receipt to qualify for the warranty. If no documentation can be found, Modern Flames has the right to deny a warranty claim. A list of authorized dealers is available on the Modern Flames website, <u>www.modernflames.com.au</u>

- Must contact Modern Flames first in order to trouble shoot or diagnose fireplace.
- Warranty is only valid while product remains with the original purchaser. If unit is installed in a home or location and new ownership takes over, the warranty does not start over.
- After trouble shooting/diagnosing with Modern Flames, then contact your installing distributor or dealer for warranty service. If the installing dealer or distributor is unable to provide necessary parts, contact the nearest Modern Flames authorized dealer or supplier. Additional service fees may apply if you are seeking warranty service from a dealer other than the dealer from whom you originally purchased the product.
- Only Modern Flames' parts must be used in the servicing and maintenance of your fireplace, these parts can be ordered by contacting Modern Flames via phone or email. Any after-market parts, modifications, or re-wiring made before contacting Modern Flames will void the warranty.
- The product must be properly installed, serviced, and maintained based on manufacturer standards. Please see your Modern Flames installation instructions/manual for further information on how to service and maintain your electric fireplace. If you cannot locate your instructions manual, please refer to our website for a download of that document. <u>https://modernflames.com.au/resources/modern-electric-fireplace/</u>

<u>Submitting a Warranty Claim</u>: Should you experience problems with your fireplace, any claim must be submitted to Modern Flames directly via email or phone call or with the dealer you purchased the unit from, they will in turn contact us for warranty requests. Before contacting you must have the serial number, date of purchase, dealer contact fireplace was purchased from, and details of the issue you are having. Serial number can be found on the original packaging or on the fireplace product label. Modern Flames recommends writing down the serial number on the manual for any future referencing.

To process any warranty, claim for a damaged fireplace, paint, or any visual defect, photographic or video evidence must be supplied. Failure to provide photographic evidence may result in the claim being delayed or denied.

Warranty Exclusions and Limitations: No Warranty is extended to consumable service parts or the repair or replacement of parts, which are subject to normal wear and tear during the warranty period. Parts that will require replacement in connection with normal maintenance are not covered. Repaired or replaced products are covered only for the remainder of the original warranty period. Modern Flames may require that defective part or product be returned for investigation. Before shipping defective parts or product a return authorization number must be obtained. Modern Flames does not cover damage in the event of an Act of God such as, but not limited to, hurricanes, lightning, storms, floods, power outages, sun light, earthquakes, etc.

This warranty is void if:

- Damage resulting from installation and usage where the fireplace has not been installed or used in accordance with the Modern Flames installation and operation instructions, and/or if the installation does not conform to local building, fire, and safety regulations.
- In the event of a power surge malfunctioning circuit breaker, or outlet becomes damaged.
- Damage caused from removal and/or reinstallation.
- Damage resulting from the product not being adequately maintained. (Please see your Modern Flames Installation and Operating Instructions for further information on how to service and maintain your product)
- Damage caused by unauthorized modifications, use, or repair.
- Damage or defects caused by the product being stored on a construction site.
- Consequential loss relating to other associated products that have not been supplied by Modern Flames.
- Consequential loss related to decorations, furnishings, or other household assets.
- The applicable Product is subjected to prolonged periods of dampness or condensation.
- Any product not listed for outdoor use that is installed outdoors.
- Fireplace is disconnected from power or turned off while pairing the Wi-Fi or performing updates. Failure to do so can result in damage to the electrical components of the fireplace. Damage as a result of this may not be covered under warranty. Questions or assistance about pairing device contact Modern Flames customer service.

Limitation and liability: Modern Flames' Warranty does not make Modern Flames liable for any or special, incidental consequential damages, or construction liabilities or fees.

Modern Flames' total liability extends only to the purchase price paid for the goods. Modern Flames, in the event of a warranty claim, reserves the right either to replace the goods in question or to refund the purchase price of the goods.

Shipping of parts or product may not be covered under warranty.

Modern Flames reserves the right to modify or change the warranty terms at any time.



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