

LIMITED WARRANTY: Element Products LLC ("Seller") and the person or entity that acquires these goods from Seller ("Purchaser") hereby fully agree to the following terms and conditions. Seller warrants that the goods will be free of defects in materials and workmanship as follows:

One (1) Year comprehensive parts on entire grill product.
Three (3) Years limited parts warranty covering the stainless burner.
Thirty (30) Day limited parts warranty covering grill accessories.

There is no warranty on parts purchased separately. Using natural gas without the Element natural gas conversion kit or any other conversion kit beyond the exclusive Element conversion kit will void the warranty. Purchaser's exclusive remedy is limited, at Seller's option; to repair or replace defective part[s] with either new or factory reconditioned part[s]. Purchaser is responsible for shipping the unit pre-paid to designated facility and Seller will pay return shipping charges in the continental United States for items repaired under stated warranty. Since the natural variation in texture, density, grain, color, tone and shade of wood is unavoidable; Seller does not guarantee the texture, color, tone or shade of the wood: nor does seller guarantee the colorfastness of wood or against peeling, chipping, cracking or scratching. This limited warranty does not cover damage due to such things as accident, misuse, abuse, mishandling, neglect, acts of God, fires, earthquakes, floods, high winds, government, war, riot or labor trouble, strikes, lockouts, delay of carrier, unauthorized repair, or any other cause beyond the control of the Seller, whether similar or dissimilar to the foregoing. Seller is not responsible for any damages caused to Seller's property resulting from the good. This limited warranty applies only inside the Continental US. (Alaska, Puerto Rico and Hawaii are not warranted.)

Purchaser understands and acknowledges that the goods sold here are grills and grilling accessories. Purchaser assumes all risk of using these units, including risk of spoilage, humidity variations, temperature variations, leaks, fire, water damage, mold, mildew, dryness and similar and any other perils that might occur.

Seller is not responsible for incidental or consequential damages, and there are no warranties, expressed or implied, which extend beyond the Limited Warranty described above. The implied warranties of merchantability and of fitness for a particular purpose are hereby expressly disclaimed. Some states do not allow the exclusion of incidental or consequential damages, or a waiver of the implied warranties of fitness and/or merchantability, so the above limitations may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

In the event of any dispute between Seller and Purchaser arising out of or relating to these terms and conditions or to the goods sold generally, Purchaser must first file a written claim with Seller within ten days of the occurrence giving rise to the claim and wait an additional thirty days for a response before initiating any legal action. The sale and all terms are subject to California law. Any legal proceeding arising out of or relating to these terms and conditions or to the goods sold generally shall be brought solely and exclusively in the County of Los Angeles. In no event may Purchaser initiate any legal proceeding more than six months after the occurrence of the event giving rise to the dispute.

The above terms and conditions are the only ones governing this transaction and Seller makes no oral representations of any kind. These Terms and Conditions can only be modified in writing, signed by both Purchaser and Seller. 07/09