

## 5-YEAR LIMITED WARRANTY

**Burners & Components** 

Celestial Fire Glass, Inc. ("Celestial") extends the following warranty for Celestial Fire Pit Burners and Components (collectively the "Product") used in the United States. Authorized Sellers and employees of Celestial have no authority to make any warranty or authorize any remedies in addition to or inconsistent with the terms of this warranty. This warranty gives you specific legal rights. You may also have other rights that vary from state to state.

Celestial warrants the original purchaser that the Product is free of defects in material or workmanship for the period of five (5) years from the date of original purchase from Celestial or an Authorized Seller (the "5 Year Warranty Period"). With the exceptions and on the conditions stated below, should the Product fail during the 5 Year Warranty Period, Celestial will replace it with the same or a similar product free or charge, or will refund the purchase price at Celestial's sole discretion.

This warranty applies only to the original purchaser of the Product in the United States and is non-transferable. This warranty applies only to products purchased directly from Celestial or an Authorized Seller. It does not apply to purchases made from unauthorized third parties. You will be asked to submit valid proof of purchase so please retain your original receipt.

Celestial's obligation under this warranty does not extend to damages resulting from any of the following:

- assembly, operation or maintenance of the Product not in accordance with the provided instructions;
- installation or use which does not comply with state or local building codes and ordinances;
- ordinary wear and tear or any damage caused by shipping, improper handling, accidents, fading, staining, natural weathering, water damage, flooding, fire, earth movement including earthquake, abuse, misuse, alterations or unwork manlike repairs, or improper operation;
- use of improper fuels;
- purchaser's own material choices;
- installation or use of components not supplied with the Product or any other components not expressly authorized and approved in writing by Celestial; and/or
- modification of the Product not expressly authorized and approved in writing by Celestial.

Any of the circumstances described above void this warranty. This warranty is void if the Product or any components have been removed, repaired, or replaced before Celestial has been afforded a reasonable opportunity to the inspect the Product. This warranty is limited to the replacement of defective components or products or workmanship. Celestial may fully discharge its obligations under this warranty by replacing or refunding, at its discretion, the defective product or components. Celestial will provide replacement parts or products at no charge and will pay reasonable and necessary shipping costs related to replacing defective components or products under this warranty. The maximum amount recoverable under this warranty is limited to the purchase price of the Product and, if Celestial is unable to provide a replacement in an expedient and cost-effective manner, Celestial may discharge all obligations under this warranty by refunding the purchase price of the Product.

CELESTIAL EXCLUDES AND EXPRESSLY DISCLAIMS LIABILITY FOR ANY CONSEQUENTIAL. INDIRECT, INCIDENTAL OR SPECIAL DAMAGES OF ANY NATURE ARISING OUT OF THE SALE, INSTALLATION, MAINTENANCE, USE OR FAILURE OF ANY CELESTIAL PRODUCT, EVEN IF CELESTIAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. IN ALL EVENTS, CELESTIAL'S LIABILITY WILL BE LIMITED TO REPLACEMENT OF THE PRODUCT OR REFUND OF THE PURCHASE PRICE PAID, AT CELESTIAL'S SOLE DISCRETION.

TO THE FULLEST EXTENT ALLOWABLE BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE, AND CELESTIAL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTIAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS BUT YOU MAY HAVE ADDITIONAL RIGHTS WHICH VARY FROM STATE TO STATE.

To obtain service under this warranty you must:

- Send written notice of the claimed condition to: Celestial Fire Glass, Inc.
  93 Monocacy Blvd., Unit A12 Frederick, MD 21701
- 2. Provide written affirmation and your original sales receipt proving you are the original purchaser of the Product.
- Allow Celestial reasonable opportunity to investigate the claim, including reasonable opportunity to inspect the Product prior to any replacement or refund and before the Product or any component of the Product has been removed.
- 4. If the complaint is covered by warranty, Celestial will arrange for replacement or refund of the defective product. If replacement is necessary, Celestial will attempt to replace the defective Product with the same model or a similar model if the original model is no longer available.