

**FOTILE WARRANTY POLICY**  
**For COMBI OVEN**

**ONE (1) YEAR LIMITED WARRANTY ON ALL FOTILE COMBI  
OVEN AND PARTS**

***Models: HYZK26-E1 / HYZK26-E2***

**PART I**

**FOTILE ONE (1) YEAR LIMITED WARRANTY**

*For Fotile Branded Product Only*

**IMPORTANT:** By using your Fotile Product, you are entitled to a one (1) year limited warranty (“**Limited Warranty**”) as set out below, and you are agreeing to be bound by the terms and conditions of the Warranty.

**Warranty Terms & Conditions**

Fotile America LLC (“**Fotile**”), whose address is 6 Campus Dr, Suite 210, Parsippany, NJ 07054, warrants that the goods described in this warranty are free from defects in workmanship and materials.

**Who May Use This Warranty**

This Warranty extends to the original purchaser of the product warranted under this Warranty and to each transferee of the product during the term of the Limited Warranty (each, a “**Consumer**”).

**What Is Covered in This Warranty**

This Warranty covers the Fotile appliance products (the “**Product**”) and each of its components parts (the “**Parts**”) and is against defects in workmanship and materials.

The service and shipping fees for repair or replacement of Product or Parts will also be covered under this One Year Limited Warranty.

**Period of Coverage**

The term of this Limited Warranty begins on the date the Product is purchased by the original purchaser and continues for One (1) year.

**What Will Fotile Do Under this Limited Warranty**

In the event of a defect, malfunction, or other failure of the Product or Parts not caused by any misuse or damage to the Product or Parts while in Consumer’s possession, Fotile will remedy the failure or defect within a reasonable time, without charge to the Consumer.

Fotile shall have sole discretion either to repair the Product or Parts or replace the Product with the same model (or with Consumer’s consent a product that has similar functionality). If the Product or Parts still contain(s) a defect or malfunction after a reasonable number of attempts by Fotile to remedy the defect or malfunction, the Consumer is entitled to either a refund of the purchase price or

a replacement of the Product or Parts without charge.

Notwithstanding the foregoing, Fotile will not process a refund unless it is unable to provide a replacement and repair is not commercially practicable and cannot be made within the time for performance, or unless the Consumer is willing to accept the refund.

Fotile may use new and/or reconditioned parts made by various manufacturers in performing this Limited Warranty. In the case of repair or replacement, Fotile shall own all the parts removed from the Product. In the case of a replacement or refund, Consumer shall return the defective Product free and clear of liens and other encumbrances. Consumer shall not allow the Product to be repaired by any party other than Fotile's appointed technician.

## **PART II**

### **GENERAL PROVISIONS**

#### **What Is Not Covered in This One (1) Year Limited Warranty**

This Limited Warranty does not apply to any non-Fotile branded Products, and the following damages of Product and Parts are expressly excluded from this Limited Warranty:

- Original serial number has been defaced, removed or altered and cannot be read
- Service calls to correct the installation and instructions on how to use the appliance
- Service calls to repair or replace appliance house fuse, resetting the circuit breaker, light bulbs, knob, handles and other cosmetic parts
- Service calls which do not involve malfunction or defects in material or workmanship of the appliance's ordinary household use or used other than in accordance with the provided instructions
- Product use in a commercial setting
- Damage to the finish of appliance or home during transportation and installation, including but not limited to floors, cabinets, walls, etc.
- Damages caused by: service performed by unauthorized service centers; use of parts other than genuine manufacturer parts or external cause such as abuse, misuse, power supply, accidents, fire and acts of God
- Expenses related to transportation, loss of income for in-home service or making the appliance accessible for service

#### **LIMITATION OF LIABILITY**

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR

CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## **How to Register Your Product**

In order to make a claim under this Policy, Customers shall register the product and provide proof of the original purchase of the Product showing the date of the original purchase within the warranty period.

1. Write down the product model number and serial number.
2. Have the original or a copy of the sales receipt.
3. Contact FOTILE's customer support team.
4. If the product, or one of its parts, qualifies for replacement or service under the Warranty, FOTILE will send a prepaid shipping label via email so that the product may be sent to FOTILE at no cost to you. However, FOTILE reserves the right to charge Customers for the cost of such shipment if it deems, in its sole discretion, the warranty is not applicable to the Product. Upon receipt of the product, FOTILE may ship the replacement or contact you with further information regarding repair of the product. Typical turnaround time to address Warranty claims is up to 10 business days, plus shipping, depending on your geographical location and type of damage or Warranty claim.
5. For additional protection of the product and to ensure secure handling while a product is being returned for any Warranty repair, FOTILE recommends that you use FOTILE's shipping label or a traceable, insured delivery service. FOTILE is not responsible for any damage while a product is in transit.
6. Any Product repaired or replaced under this Policy shall be subject to the balance of the original warranty period applicable to the Product.
7. FOTILE may assign any of its rights and/or obligations under this Policy, either in whole or in part, to any of its affiliates or any third party. FOTILE may also at its discretion enter into any subcontract with any person for the performance of any part of this warranty or appoint any authorized service provider.

## **How to Make a Warranty Claim**

To request a remedy under the Limited Warranty or the Limited Warranty, the Consumer must provide proof of the original purchase date of the Product.

Steps to make a warranty claim:

- • Locate your original sales receipt and make a note of your model and serial number.
- • Notify the Company at the address or Call Toll Free 888-315-0366 to initiate the service request process.
- • Describe the nature of any defect in the Product or part.

If you cannot provide a copy of the original written limited warranty, then the terms of the Company's most current written limited warranty for your particular product will be controlled.

**Either the Full Warranty or the Limited Warranty gives you specific legal rights, and you may also have other rights which vary from State to State.**