

MODERN FLAMES, LLC LIMITED WARRANTY

Modern Flames LLC 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

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 5 years from date of purchase when owner registers the product at www.modernflames.com. If the product is not registered, the standard 2-year warranty applies. If a product has an integrated screen, the screen is covered for 1-year from date of purchase.

Warranty Conditions: This warranty only covers Products that are purchased through an authorized Modern Flames dealer or distributor on or after 9/1/2021. 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, www.modernflames.com.

- 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.
<https://www.modernflames.com/downloads/modern-electric-fireplace/>

Phone: (602) 268-9353

CustomerService@ModernFlames.com

Submitting a Warranty Claim: 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.

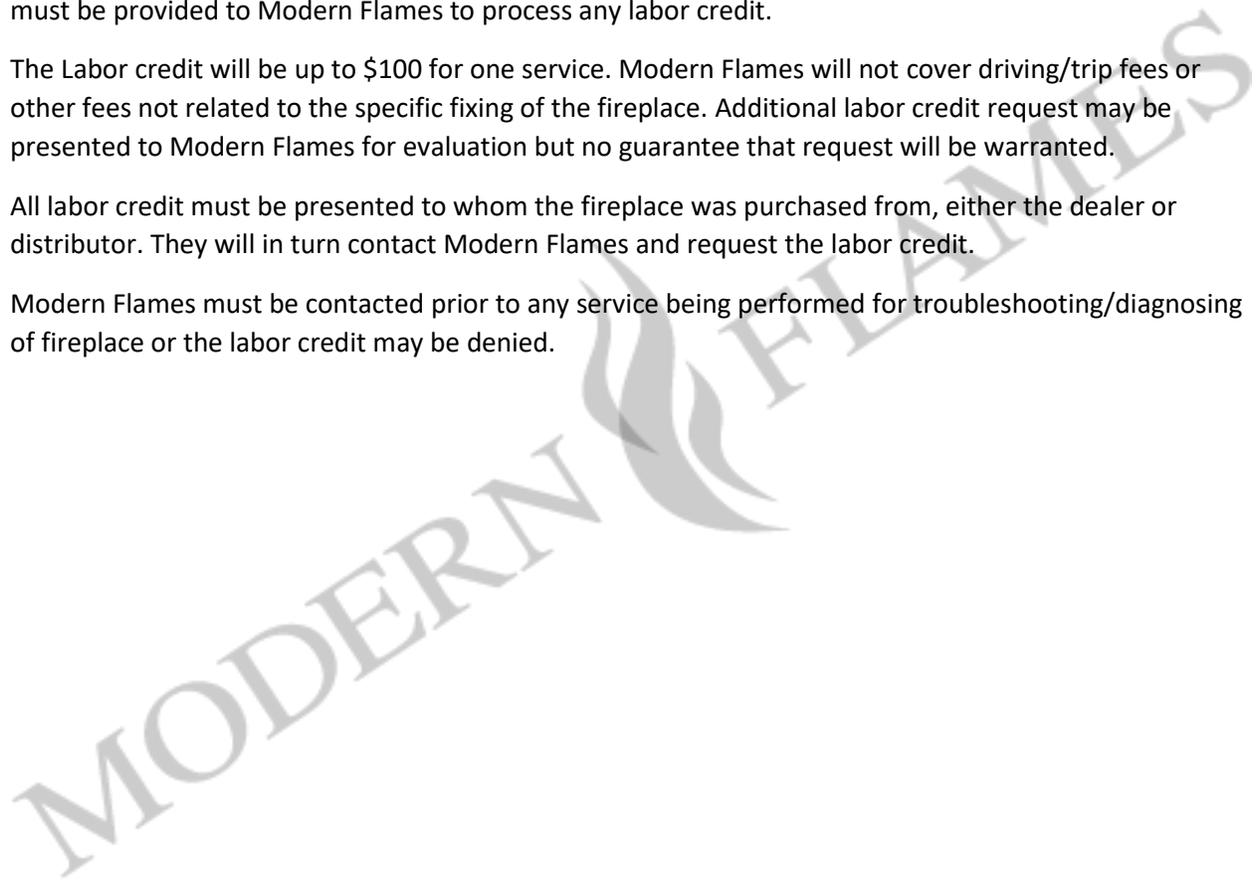
Labor Credit:

Modern Flames' labor credit covers one (1) year of coverage from time of purchase. Receipt or invoice must be provided to Modern Flames to process any labor credit.

The Labor credit will be up to \$100 for one service. Modern Flames will not cover driving/trip fees or other fees not related to the specific fixing of the fireplace. Additional labor credit request may be presented to Modern Flames for evaluation but no guarantee that request will be warranted.

All labor credit must be presented to whom the fireplace was purchased from, either the dealer or distributor. They will in turn contact Modern Flames and request the labor credit.

Modern Flames must be contacted prior to any service being performed for troubleshooting/diagnosing of fireplace or the labor credit may be denied.



Freight Warranty Policy

For any shipment that has left Modern Flames' facility and is in transit when order is cancelled, will be assessed a 20% restocking fee and any shipping costs incurred for re-consigning the shipment. Additionally, if the fireplace or item is delivered and no longer wanted for any reason, the customer will incur our 20% restocking fee and shipping costs to return the unit. Prior to returning the unit a return authorization number must be obtained. If unit is on site, please contact Modern Flames with a date and time frame to schedule a pick-up of the fireplace. Please leave fireplace boxed and on a pallet and if unable or those items have been thrown out, Modern Flames may add a higher restocking fee to return the fireplace.

If item has not left Modern Flames' facility when cancellations request is sent in to us, no penalty will be incurred.

For shipments that arrive with clear damage to pallet, shrink wrap, fireplace box or any other visible damage should be refused by the customer and must be notated with the delivery company. Please contact Modern Flames, within 24 hours via phone or email, and/or with pictures and information via email, so we may process a freight claim and begin processing a new order to replace the damaged one. Please have any of the following to help expedite the claim process- order number, delivery number or invoice number for reference. Failure to alert Modern Flames within 24 hours, may result in no credit or partial credit given back.

If the unit is kept with clear, visible damage to pallet, shrink wrap, fireplace box and there is further concealed damage upon opening the box, Modern Flames may refuse a warranty claim or only partially credit for the damaged fireplace.

If the unit arrives with no visible damage and upon opening there is clear damage to the glass, firebox or other damage contact Modern Flames immediately, within 24 hours, to start your warranty claim. Failure to do this could result in a full or partial denial of the claim. Modern Flames has the right to inspect the damage to understand the extent of it via photographs or video. This will determine if a new unit, replacement parts or partial credit is to be sent out or given, if damage is not affecting the overall functionality of the fireplace.

If a unit is returned to us and no notifications are made by the customer to us, Modern Flames, they will incur at least a 20% restocking fee or potential for no credit to be given.

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



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