

# **APPLIANCES** LIMITED WARRANTY

EFFECTIVE AUGUST 1, 2022
APPLIES TO ALL MODELS OF ARCTIC WIND® BRANDED REFRIGERATORS AND FREEZERS

For a period of one (1) year from the date of original purchase, Arctic Wind warrants the above appliances ("Appliances") against failure due defect(s) in materials or workmanship under normal use and maintenance. This limited warranty is made to the original purchaser ("you") and solely applies to Appliances you purchased in the U.S. or Canada from Arctic Wind or its subsidiaries or an Arctic Wind authorized reseller. This limited warranty is not transferable and is subject to all provisions, conditions, limitations, and exclusions stated above and below.

### **MAKING A CLAIM**

To make a claim under this limited warranty, you must return the alleged defective Appliance to original merchant or store ("original store") where you purchased the Appliance along with proof of your purchase e.g. a receipt. If your Appliance is found defective in material or workmanship during the warranty period, and as long as all other conditions of warranty coverage are met, your defective Appliance will be replaced with a new or refurbished Appliance of the same or an equivalent model through an over-the-counter exchange with the original store.

If original store does not permit an over-the-counter exchange, you will be required to contact Arctic Wind using the contact information below to obtain a return authorization number ("RAN") and return your alleged defective Appliance to Arctic Wind according to the shipping and other instructions provided to you. Please note that Arctic Wind will not accept delivery of your Appliance unless you have been provided an RAN. If your Appliance is found defective and all other conditions of warranty coverage are met, Arctic Wind will ship you a new or refurbished appliance of the same or an equivalent model. If your Appliance is found not to be defective or if any condition of warranty coverage has not meet met, your Appliance will be returned to you freight collect.

#### TERMS AND CONDITIONS OF COVERAGE

This limited warranty only applies to new appliances:

- purchased after August 1, 2022 from an Arctic Wind authorized reseller as shown by its original purchase receipt;
- · used in a residential dwelling in the United States or Canada;
- operated and maintained according to the instructions and other documentation provided with the Appliance;
- within the applicable warranty period at the time a claim is made; and
- meeting all other conditions stated elsewhere in this limited warranty.

## This limited warranty does not cover:

- any failure of an Appliance caused by anything other than a defect in materials and workmanship of the Appliance;
- any labor and service charges, including to inspect, service, remove, or install the Appliance and adjacent items;
- replacement of light bulbs, filters, or any consumable parts:
- all packing and freight charges to ship and deliver the Appliance or a replacement Appliance to and from Arctic Wind, and any damage to the Appliance during shipping and delivery;
- cosmetic changes in the appearance of the Appliance, including rust, discoloration, and scratches;
- · food or medicine loss due to product failure, and
- any consequential damage to real property or personal property of any nature from any cause whatsoever.\*

#### This limited warranty is null and void if the Appliance was:

- used in a commercial application or an environment other than prescribed in the documentation provided with the Appliance;
- installed, operated, or maintained inconsistent with the instructions and other documentation provided with the Appliance;
- damaged by accident, disaster, acts of nature or any other cause other than a defect in materials or workmanship;
- abused, disassembled, repaired, modified, altered, defaced, or its serial number is removed; or
- · assigned, transferred, or sold by you.

THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT ANY IMPLIED WARRANTY IS REQUIRED BY LAW, IT IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD ABOVE. UNDER NO CIRCUMSTANCES SHALL ARCTIC WIND BE LIABLE TO YOU OR ANY OTHER PERSON FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER. ARCTIC WIND'S MAXIMUM LIABILITY UNDER THIS LIMITED WARRANTY IS LIMITED TO THE PURCHASE PRICE YOU PAID FOR PRODUCTS.\*

\*Some states do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion or limitation of incidental, special or consequential damages, so the above limitations or exclusions may not apply to you.

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