## Limited Warranty

## **Outdoor Kitchen Limited Warranty**

Subject to the terms and conditions of this "Limited Warranty," BBQGuys.com extends this Limited Warranty against manufacturing defects for its "Products" that are installed in a residential, single family application for personal, family, or household purposes under normal use and maintenance in the United States ("Household Use"). To maximize the available benefits under this Limited Warranty, the Purchaser (defined below) should read this entire Limited Warranty. All repairs of Products (including any component of a Product) must be made with materials authorized by BBQGuys.com.

**Limited Warranty length:** The Limited Warranty period for Products installed for Household Use is ten years for galvanized steel frames, stone and granite finishes, and five years for aluminum finishes. The Limited Warranty period for Products installed for commercial or other non-Household Use is three years and one year for aluminum finishes.

**Commencement Date:** The Commencement Date for the Limited Warranty period is the date the original purchase verified by the invoice and proof of payment by the Purchaser. If date of the completion of the purchase cannot be verified to BBQGuys.com's satisfaction, the Commencement Date shall be the date it was purchased based solely on BBQGuys.com's records.

BBQGuys.com may request adequate written documentation to determine the Commencement Date. The installation of Product replacements under this Limited Warranty does not extend the original warranty period; the replacements are covered for the remainder of the original Product warranty.

**Persons Covered:** This Limited Warranty is provided to the original owner ("Purchaser") of the residence or location where the Product is originally installed. This Limited Warranty is non-transferable.

BBQGuys.com's Actions: As BBQGuys.com's sole responsibility and Purchaser's only remedy, BBQGuys.com will furnish a replacement Product (or component) without charge that fails due to a manufacturing defect under normal use and maintenance. The Purchaser must pay for shipping, labor, and other costs or servicing or installing the replacement Product. If a Product is not available, BBQGuys.com will (at its option) provide a free suitable substitute or provide a credit in the amount of the then factory selling price for a new, suitable substitute Product or component to be used by the Purchaser towards the retail purchase price of a new Company Product. Any new Product purchase is at the Purchaser's sole cost and expense including, but not limited to, shipping, removal, and installation costs.

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**Eligibility Requirements:** The following items are required in order for Product to be covered under this Limited Warranty:

The Products must be in the same location where they were originally installed.

The Products must be properly installed in accordance with the Product specifications and instructions provided by BBQGuys.com for each Product. Failure to conform to such specifications or instructions voids this Limited Warranty.

The Purchaser must (1) contact BBQGuys.com within the term of this Limited Warranty and request a warranty replacement, (2) provide satisfactory proof of purchase and installation, (3) evidence of a manufacturing defect, including photographs, as BBQGuys.com may request, and (4) return defective Products to BBQGuys.com at its request. (5) annual required maintenance performed.

**Exclusions:** The following are not covered by this Limited Warranty:

Labor costs associated with inspecting, repairing, removing, or reinstalling Products. Shipping and freight expenses to ship Products to BBQGuys.com or replacement Product to Purchaser.

Failures, defects, or damage (including any loss of property) caused by (1) any third party product, service, or system connected to or used in conjunction with the Products; (2) any use not designed or intended for the Products; (3) modification (other than permitted by the Product documentation), alteration, misuse, negligence, or accident; (4) improper storage, installation, maintenance or operation; (5) any use in violation of written instructions or specification provided by BBQGuys.com; (6) any act of God, including fire, water, storms, lightning, or earthquakes; or (7) any theft or riots. (8) Surface scratches, fading, or normal wear and tear. (9) Damages due to using chemicals other than mild detergents, pressure washers, and / or abrasive materials to clean aluminum, stone, or granite. Only mild detergents with clean soft sponges or micro fiber rags should be used. (10) Surface corrosion / non-perforation on steel frames (warranty is limited to perforation leading to structural damage to the framing). (11) Stone flaking (spalling either naturally occurring or induced by excessive exposure to chemicals or salt), with natural stone, some flaking of layers of stone should be expected and is a natural process of natural stone.

**Annual Required Maintenance**: Never use a pressure washer or harsh chemicals on any part of the outdoor kitchen. All granite surfaces must be sealed with an approved penetrating sealer to protect the stone from stains and other surface defects upon installation and on an annual basis. Failure to do so will void the warranty. Stone sides should be cleaned using mild detergent, soft brush and water, never use high pressure water to clean natural stone.

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THIS LIMITED WARRANTY AND LIABILITY SET FOR HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESSED OR IMPLIED, IN LAW OR IN FACT.

THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. BBQGUYS.COM DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR BBQGUYS.COM ANY OBLIGATION BEYOND THAT EXPRESSLY SET OUT IN THIS LIMITED WARRANTY.

BBQGUYS.COM SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE), OR OTHERWISE, EVEN IF BIGRIDGEOUTDOORKITCHENS.COM IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BBQGUYS.COM'S MAXIMUM LIABILITY HEREUNDER IS LIMITED TO THE ORIGINAL PURCHASE PRICE OF THE PRODUCT.

No action arising out of any claimed breach of this Limited Warranty may be brought more than one year after the earlier of (1) when cause of action arose or (2) when the Purchaser knew or should have known of the cause of action.

The exclusive venue for all claims under this Limited Warranty is in Monroe County, Tennessee.

This Limited Warranty gives you specific legal rights, and you may have other rights as otherwise permitted by law.

This Limited Warranty applies to Products manufactured on or after February 1, 2022.

If you have a warranty claim or question, contact Customer Service at:

**BBOGUYS.COM** 

Attention: Warranty Department

8151 Airline HWY

Baton Rouge, LA 70815

855-431-0674

customerservice@bbqguys.com