

AKARI INTERNATIONAL: STATEMENT OF LIMITED PRODUCT WARRANTY

What this Warranty Covers & Who it Applies to

The limited warranty provided by Akari International ("Akari") in this Statement of Limited Product Warranty applies only to the Akari product sold to you, the first using purchaser, provided that the Product was purchased:

- For your normal, household (non-commercial) use, and has in fact at all times only been used for normal household purposes.
- New at retail (not a display, "as is", or previously returned model), and not for resale, or commercial use.
- Within the United States or Canada, and has at all times remained within the country of original purchase.

The warranties stated herein apply only to the first purchaser of the Product and are not transferable.

How Long the Warranty Lasts

Akari warrants that the Product is free from defects in materials and workmanship for a period of three hundred and sixty-five (365) days from the date of purchase. The foregoing timeline begins to run upon the date of purchase, and shall not be stalled, tolled, extended, or suspended, for any reason whatsoever. Akari's sole liability and responsibility hereunder is to repair or replace manufacturer-defective Product only, using an Akari authorized process during normal business hours.

Out of Warranty Product

Akari is under no obligation, at law or otherwise, to provide you with any concessions, including repairs, prorates, or Product replacement, once this warranty has expired.

Warranty Exclusions

The warranty coverage described herein excludes all defects or damage that are not the direct fault of Akari, including without limitation, one or more of the following:

- Use of the Product in anything other than its normal, customary and intended manner (including without limitation, any form of commercial use, use or storage of an indoor product outdoors, use of the Product in conjunction with air or water-going vessels).
- Any party's willful misconduct, negligence, misuse, abuse, accidents, neglect, improper operation, failure to maintain, improper or negligent installation, tampering,

failure to follow operating instructions, mishandling, unauthorized service (including self performed "fixing" or exploration of the appliance's internal workings).

- Adjustment, alteration or modification of any kind.
- Ordinary wear and tear, spills of food, liquid, grease accumulations, or other substances that accumulate on, in, or around the Product.
- Any external, elemental and/or environmental forces and factors, including without limitation, rain, wind, sand, floods, fires, mud slides, freezing temperatures, excessive moisture or extended exposure to humidity, lightning, power surges, structural failures surrounding the appliance, and acts of God.

In no event shall Akari have any liability or responsibility whatsoever for damage to surrounding property, including cabinetry, floors, ceilings, and other structures or objects around the Product. Also excluded from this warranty are Products on which the serial numbers have been altered, defaced, or removed; service visits to teach you how to use the Product, or visits where there is nothing wrong with the Product; correction of installation problems (you are solely responsible for any structure and setting for the Product, including all electrical, plumbing or other connecting facilities, for proper foundation/flooring, and for any alterations including without limitation cabinetry, walls, floors, shelving, etc.); and resetting of breakers or fuses.

TO THE EXTENT ALLOWED BY LAW, THIS WARRANTY SETS OUT YOUR EXCLUSIVE REMEDIES WITH RESPECT TO PRODUCT, WHETHER THE CLAIM ARISES IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, OR NEGLIGENCE) OR OTHERWISE. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED. ANY WARRANTY IMPLIED BY LAW, WHETHER FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, SHALL BE EFFECTIVE ONLY FOR THE PERIOD THAT THIS EXPRESS LIMITED WARRANTY IS EFFECTIVE. IN NO EVENT WILL THE MANUFACTURER BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, "BUSINESS LOSS", AND/OR PUNITIVE DAMAGES, LOSSES, OR EXPENSES, INCLUDING WITHOUT LIMITATION TIME AWAY FROM WORK, HOTELS AND/OR RESTAURANT MEALS, REMODELLING EXPENSES IN EXCESS OF DIRECT DAMAGES WHICH ARE DEFINITELY CAUSED EXCLUSIVELY BY AKARI, OR OTHERWISE.

No attempt to alter, modify or amend this warranty shall be effective unless authorized in writing by an officer of AKARI.