

## THE CAPPA LIMITED RANGE HOOD WARRANTY

This Cappa Range hood product (the "Product") is warranted by AMS, in the manner fully set forth below, to be free from defects in material and workmanship and to operate properly in accordance with specifications, provided that it is used under the normal operating conditions and for ordinary home use and service in Canada and the USA.

AMS warranty applies to the initial domestic installation only and only to the original owner/ purchaser. Proof of purchase (original sales receipt) must be made available to AMS for all warranty claims.

AMS provides a limited warranty for its Products for a period of 1 years on parts and 1 year on labor associated with the replacement of warranty parts from the original date of purchase (the "Warranty Period"), against any defects in workmanship and materials (the "Warranty").

Subject to the previous paragraph and during the Warranty Period, AMS will, at its sole discretion, replace or repair any defective parts of the Product sent to AMS during the Warranty Period (or, if the Product is no longer available, replace the defective Product with a comparable Product of equal or greater value).

AMS's sole obligation and the customer's sole remedy for any defective Product or part thereof shall be limited to the repair and replacement thereof. AMS's entire aggregate liability under the Warranty shall not exceed the original purchase price of this Product (except where AMS, in its sole discretion, decides to replace the Product with a Product of greater value).

THE CUSTOMER is responsible for all related shipping, insurance and handling costs DURING THE WARRANTY PERIOD. Prior to returning any Product to AMS, the customer must first obtain a return authorization number from AMS (an "Authorization") by calling the following number: 1-800-350-4562.

After having obtained an Authorization from AMS, the customer should promptly ship the Product to the address specified in the Authorization with the following documentation:

- a complete description of the problem;
- the Product model number;
- the date and location of Product purchase; and
- the original sales receipt to be valid.

This Warranty does not cover and AMS shall not be responsible for: (i) service calls to correct the installation of the Product, to instruct the customer on how to use the Product or any other customer education; (ii) consumable and accessory parts, such as light bulbs or filters; (iii) service outside the covered service area; (iv) labour costs associated with the removal, shipping and reinstallation cost or other contingent expenses; and (v) routine replacement of parts due to normal wear and tear of the Product arising from use.

Damages caused by accident, fire, lightning, brown-out, leaking, superior force, power failure, improper power supply, improper installation, handling or operation, error, use for non-domestic purposes, shipping damage, negligence, abuse, misuse, unauthorized repair, whether performed by the customer or a third party, or improper care or maintenance WILL IMMEDIATELY RENDER THIS WARRANTY NULL AND VOID and AMS will be relieved from its obligation to WARRANT THE PRODUCT.

AMS will not be liable for damages to persons or property in connection with the installation, repair or replacement of the Product, nor for any indirect, special, punitive, exemplary, incidental or consequential damages, losses, injury or costs of any nature, including, without limitation, loss of use or malfunction relating to this Product. This Warranty is not transferable or assignable to any person.

Save as herein provided, there are no other warranties, conditions, representations or guarantees, express or implied, including, without limitation, warranty of merchantability or fitness for a particular purpose, made or intended by AMS or its authorized distributors.

Some provinces or states may not allow limitations on the exclusion or limitation of incidental or consequential damages, so these limitations and exclusions may not entirely apply to certain customers. Any provision in the Warranty which is unenforceable in any province or state shall be ineffective to the extent of such unenforceability, without invalidating the remaining provisions or affecting the validity or enforceability of such provisions in any other province or state.

This Warranty gives the customer specific legal rights, and the customer may also have rights which vary based on state, province or country.

For service and assistance, please call: 1-800-350-4562, or email us at: [service@anconahome.com](mailto:service@anconahome.com)