



WARRANTY

NORTHFIRE
customerservice@northfireltd.com
www.northfireltd.com

WARRANTY AND LIMITATION OF LIABILITY – All goods are warranted by the seller to be free from defects in material and workmanship as follows:

Grill and Grill Accessories

Twelve (12) months from date of purchase

THIS WARRANTY DOES NOT APPLY TO GOODS WHICH ARE MISUSED, OR ABUSED, OR DAMAGED FROM SETUP OR ASSEMBLAGE, OR NOT USED IN ACCORDANCE WITH SELLER'S INSTRUCTIONS. NORMAL WEAR OF GOODS IS NOT INCLUDED IN THIS WARRANTY. Goods not manufactured by the Seller but supplied through the Seller shall carry the warranty of the original manufacturer. THE SELLER'S SOLE LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED TO REPLACING WITHOUT CHARGE, OR AT SELLER'S OPTION, REFUNDING THE PURCHASE PRICE. THE SELLER SHALL IN NO EVENT BE LIABLE FOR ANY OTHER DIRECT OR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND UNDER THIS CONTRACT OR OTHERWISE. The warranties of the seller do not cover, and the Seller makes no warranty with respect to any defect, failure, deficiency, or error which is: (a) Not timely reported to the seller; or (b) Due to modification, disassembly or abnormal conditions of temperature. All claims must be brought within one (1) year of sale or identification of a defect. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. NORTH FIRE can be contacted by email: customerservice@northfireltd.com

CLAIM REPLACEMENT PART / HOW TO FILE A WARRANTY CLAIM

Our NorthFire techs are happy to troubleshoot Inferno issues at our North Carolina facility. If the Inferno unit you have purchased falls outside the 30-day return window, but within our 1-year warranty, you can ship a troublesome grill to NorthFire where we will fix the issue and return the unit. On the rare occasion that our techs cannot fix your grill, a new Inferno unit will be sent in replacement.

- It is the responsibility of the customer to source a shippable box, to ship the grill to our facility, and to cover the costs of freight. A potentially faulty unit can be sent to 2880 Ridgewood Park Drive, Winston-Salem, NC 27107
- The customer must contact customerservice@northfire.com to let them know a grill has been shipped and to provide tracking details. Customers must include their original purchase receipt to confirm valid warranty.
- Upon arrival of the grill, NorthFire techs will determine any issues and will send video and picture evidence upon diagnosis.
- NorthFire is responsible for the return of the repaired or new Inferno unit.

The entire warranty claim process may take up to two weeks. NorthFire does not accept return for refund unless the unit was purchased on www.northfire.com and falls within 30 days of purchase.

TERMS AND CONDITIONS

1. The following terms and conditions of sale ("Terms and Conditions") shall govern the sale by NorthFire of products (the "Product" or "Products") enclosed with these Terms and Conditions and in accordance with the term hereof, to you (the "Buyer"), which may be made available for sale in certain regions by a regional or national distributor under license with NorthFire (the "Distributor" or the "Distributors"). Certain additional terms may accompany the Products and shall apply.
2. NorthFire reserves the right to add, delete, or amend these Terms and Conditions without prior written notice at any time, at NorthFire's sole discretion. The current version of the Terms and Conditions available at www.northfireltd.com shall govern and/or be applicable to any Buyer's warranty claim or otherwise at the time of such warranty claim is commenced by the Buyer.
3. NorthFire warrants to the Buyer that only the following Products will be free from defects in materials and workmanship for the period of twelve (12) months from the date of purchase: Grill and Grill Accessories. Defects shall exclude any normal wear and tear of goods; improper use of a Product; reckless or negligent use of a Product; use of a Product by a Buyer or a party with access and use of a Product (a "User") where the Buyer or User, knows or ought to have known that such Product was defective in any manner whatsoever; and any defects caused by modification, improper assembly, disassembly, or abnormal weather conditions or temperature. Buyer's sole remedy and NorthFire's sole obligation for breach of this warranty will be reasonable efforts to correct any non-conformance or, if this cannot be met in NorthFire's sole discretion, the Buyer will receive a credit for, or a refund of, the purchase price (the "Limited Warranty"). Instructions and warnings related to the Products are attached.
4. The Limited Warranty shall be void if the Buyer fails to comply with all of the terms set forth in these Terms of Conditions, as well as where a Buyer or User: (1) knows or ought to have known that a Product was defective prior to the use of the Product; (2) uses the Product in a reckless or negligent manner; (3) improperly uses, assembles, disassembles, modifies the Product, or (4) fails to use the Product as directed. This Limited Warranty is the sole warranty offered by NorthFire with respect to the Product, subject to these Terms and Conditions. NorthFire does not assume any other liability in connection with the sale of the Product. No representative of NorthFire is authorized to extend the Limited Warranty or to change it in any manner whatsoever. No warranty applies to any party other than the original Buyer. Any claims under the Limited Warranty may only be made to NorthFire or a Distributor, as the case may be, and shall be inapplicable where a Product is returned to the seller where the Product was purchased.
5. NORTHFIRE HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY NATURE, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED BY LAW OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS WARRANTY, THE PRODUCTS OR RESULTS DERIVED THEREFROM, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING ACCURACY, QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS, SUITABILITY, COMPATIBILITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR OTHERWISE (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE).
6. NOTWITHSTANDING ANYTHING CONTAINED IN THIS WARRANTY TO THE CONTRARY, IN NO EVENT SHALL NORTHFIRE, ITS AFFILIATES AND SUBSIDIARIES, OR DISTRIBUTORS, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, OR EMPLOYEES, BE LIABLE TO A BUYER, USER, OR ANY THIRD PARTY WHOSE CLAIM IS RELATED TO THIS WARRANTY, BE LIABLE UNDER ANY THEORY OF TORT, NEGLIGENCE, CONTRACT, OR OTHERWISE: (A) FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES OR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SIMILAR DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY THIS WARRANTY, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER THE APPLICABLE ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) FOR ANY CLAIMS, DAMAGES, COSTS OF ANY NATURE IN EXCESS OF THE FEES PAID FOR THE PRODUCT BY THE BUYER, EXCLUDING ANY SALES TAXES APPLICABLE THERETO, AT THE TIME SUCH PRODUCT WAS PURCHASED. BUYER'S SOLE REMEDY FOR ANY DEFECTIVE PRODUCT WILL BE AS STATED ABOVE.
7. All Products made available by Distributors are sold without any additional warranty from NorthFire, but may be accompanied by a Distributor's warranty, as may be provided in any documentation that accompanies the Product. Where a Product is made available by a Distributor, any warranty and technical support provided on a Product is provided by such Distributor, not by NorthFire. Any warranties or technical support on Product made available by a Distributor shall be the sole responsibility and obligation of such Distributor and the Buyer shall have no recourse to enforce such warranty as against NorthFire.
8. These Terms and Conditions shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein without regard to principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Law on the Sale of Goods, the Uniform Law on the Formation of Contracts for the International Sale of Goods are expressly excluded. Subject to Section 6 above, without limiting the foregoing, Buyer and NorthFire irrevocably and unconditionally: (a) agree that any suit, action, or other legal proceeding arising out of or relating to these Terms and Conditions must be brought in the Ontario Superior Court of Justice, in the City of Toronto; (b) consents to the exclusive jurisdiction of such court in any such suit, action or proceeding; (c) waives any objection to the laying of the venue of any such suit, action or proceeding in any such courts; and (d) waives any right that it may have to assert the defence of forum non-conveniens in any such suit, action or proceeding.
9. Warranty claims shall be made to:
NorthFire: customerservice@northfireltd.com