

TYTUS GRILLS LIMITED WARRANTY TO ORIGINAL CUSTOMER

Model Numbers: TDT-011-0101, TDT-021-0101, TDT-021-0102, TDT-021-0103, TDT-021-0104, TDT-021-0105, TDT-021-0106, TDT-021-0107, TDT-011-GMOD, TDT-GHS-SMOK, TDT-GHS-EGRD, TDT-GHS-CHAR, TDT-GHS-GPZA, TDT-GHS-GGRD, TDT-GHS-XLCT, TDT-571-0101, TDT-KC2-0101.

(the “Products” or “Product” when referencing a singular product herein).

Tytus Grills, LLC (“Tytus”) warrants the Products identified above to be free from defects in material and workmanship, for the relevant and specified Warranty Periods set forth below for specific parts or components of the Products, under proper use, maintenance, and care according to the owner’s manual, warnings, and instructions accompanying the Products:

WARRANTY PERIODS EFFECTIVE UPON DATE OF PURCHASE:

Parts or components covered:	Time period covered:
Stainless Steel Burners	5 years from the date of the original customer purchase*
Porcelain-enameled Cast Iron Cooking Grates	3 years from the date of the original customer purchase*
Powder-coated and Porcelain-coated parts of the Product	1 year from the date of the original customer purchase*
All other parts of the Products not specified above (excluding spare parts discussed below)	1 year from the date of the original customer purchase*
Any spare parts provided by Tytus for use in any of the Products, and any replacement parts used in a repair performed by an authorized Tytus dealer.	90 days from the date the spare or replacement part is first shipped to the customer, or the date the part is incorporated into the Product by an authorized Tytus dealer, whichever comes first. *

WARRANTY PERIODS EFFECTIVE IF AND ONLY IF PRODUCT IS REGISTERED BY ORIGINAL CUSTOMER WITHIN 90 DAYS OF PURCHASE:

Parts or components covered:	Time period covered:
Stainless Steel Burners	10 years from the date of the original customer purchase*
Porcelain-enameled Cast Iron Cooking Grates	5 years from the date of the original customer purchase*
Powder-coated and Porcelain-coated parts of the Product	2 years from the date of the original customer purchase*
All other parts of the Products not specified above (excluding spare parts discussed below)	2 years from the date of the original customer purchase*
Any spare parts provided by Tytus for use in any of the Products, and any replacement parts used in a repair performed by an authorized Tytus dealer.	90 days from the date the spare or replacement part is first shipped to the customer, or the date the part is incorporated into the Product by an authorized Tytus dealer, whichever comes first. *

* **PLEASE NOTE** – Proof of purchase evidencing the date of the original customer purchase, or the date of the spare part shipment or incorporation into the Product if applicable, is **required** for all warranty service. The express warranty set forth herein (the “Warranty”) is subject to all terms set forth herein below.

1. WARRANTY SERVICE (Parts, Labor and/or Replacement): During the Warranty Periods set forth above, if the parts or components covered by each respective Warranty Period are determined by Tytus or a Tytus authorized customer service provider to be defective in material or workmanship, Tytus will, at its sole discretion and option: (i) repair the defective part or component at no charge to the original customer, (ii) replace the defective part or component with a new or refurbished part of similar or better quality, at no charge to the original customer, or (iii) refund the original, documented purchase price of the Product (excluding tax) to the original customer upon return of the defective Product as directed by Tytus. After the applicable Warranty Period, the customer must pay for all parts, shipping and handling, labor, and replacement costs associated with the Product or any part or component thereof, regardless of any defects in the Product or any part or component thereof.

A. SHIPPING COSTS: Notwithstanding the foregoing, the customer is responsible for any shipping or transportation charges incurred to ship or otherwise deliver the Product or part(s) to Tytus or a Tytus authorized service provider for diagnosis, repair or replacement during or after the Warranty Periods. The customer shall not return the Product or any part or component thereof to Tytus without Tytus’s prior written consent. Tytus recommends that the customer insure the Product or any part or component for its full replacement cost when shipping.

B. TIMING AND PROCEDURE: Before Warranty service can commence, the original customer purchaser must contact Tytus for problem determination and service procedures. Proof of purchase in the form of a bill of sale or receipted invoice, evidencing that the Product is within the Warranty Period, **MUST** be presented to a Tytus authorized customer service provider in order to obtain the requested service. Please call the Toll Free Customer Service Line at (952) 807-9690 to obtain Warranty Service and Troubleshooting information. Please have your model and serial number available, along with your date of purchase of the Product. You can also visit us online at: www.tytusgrills.com. The customer shall not return the Product or any part or component thereof to Tytus without Tytus’s prior written consent.

2. EXCLUSIONS AND LIMITATIONS TO WARRANTY SERVICE

This Warranty covers manufacturing defects in materials and workmanship encountered in the normal, non-commercial use of the Product, and does not cover (a) damage or failure caused by or attributable to Product abuse or misuse, failure to follow instructions, improper installation or maintenance, alteration, accident, high cooking temperatures, outdoor humidity, outdoor temperature, chlorine, fertilizers, lawn pesticides, or chemical exposure; (b) improper or incorrectly performed repairs by non-authorized service facilities; (c) onsite customer instruction or adjustments, and any costs related to service calls to your home; (d) transportation, shipping, delivery, pickup, insurance, installation, or set-up costs; (e) costs of product removal, transportation, or reinstallation costs; (f) ordinary wear and tear, cosmetic damage, or damage due to acts of nature, including but not limited to, water, floods, wind, storm, tornado, earthquake, or fire, or due to damage caused by extraordinary impact events, such as dropping or crushing; (g) commercial use of the Product, or use of the Product for anything other than single-family household or residential use; (h) modification of the Product or any part of the Product; or (i) any food loss due to Product failure or difficulties in operating the Product.

This Warranty applies to the original customer only and does not cover Products sold AS IS or WITH ALL FAULTS. The Warranty is invalid if the factory-applied serial number has been altered or removed from the Product. This Warranty is valid only in the United States and Canada, and only applies to products purchased and serviced in the United States and Canada. All replaced parts and Products, and Products on which a refund is made, become the property of Tytus. The addition of equipment or features to the Product that are not manufactured or recommended by Tytus could affect the intended function of the Product, and therefore may void the Warranty. Furthermore, the exposure of the Product to chemicals, heat, cold, humidity, or other elements can affect the Product components, and therefore, the Warranty does not cover discoloration, fading, cosmetic changes, rust, or any damages or failure related to any such items. The Warranty is contingent upon the proper use, maintenance, and care of the Product. The Warranty may be void if the Product has been used in a manner contradictory to, or in violation of, the terms of the user's manual, warnings, or instructions accompanying the Product.

This Warranty is made in lieu of and supersedes all other warranties or conditions of merchantability or fitness for a particular purpose or general use, whether express, implied, collateral, statutory, or provided by common law, the Uniform Commercial Code, or otherwise. Tytus further disclaims all warranties after the end of the Warranty Period defined above. No other express warranty or guaranty given by any other person, firm, or entity with respect to the Product shall be binding on Tytus. Repair, replacement, or refund of the original purchase price, at Tytus's sole discretion, are the exclusive remedies of the customer. Tytus shall not be liable for any incidental or consequential damages caused by the use, misuse or inability to use the Product. These include but are not limited to any damages in the form of lost profits, loss of use, legal fees, economic loss, personal injuries, or any other damages caused by circumstances beyond the control of Tytus. Notwithstanding the foregoing, Tytus' aggregate liability to any customer shall not exceed the purchase price of the Product. This Warranty shall not extend to anyone other than the original customer who purchased the Product, and is not transferrable. No person is authorized to alter, extend, or waive the Warranty of Tytus.

Some states do not allow the exclusion or limitation of incidental or consequential damages, or allow limitations on warranties, so the above limitations or exclusions may not apply to you. This Warranty gives you specific rights, and you may have other rights, which vary from state to state. The exclusions and limitations to the Warranty apply to the maximum extent permitted by law and unless restricted or prohibited by law. Where any term of this Warranty is prohibited by applicable law, it shall be null and void, but the remainder of this Warranty shall remain in effect.

PLEASE DIRECT ALL CORRESPONDENCE TO:

TYTUS Grills, LLC

support@tytusgrills.com

855-969-5185

www.tytusgrills.com

PLEASE CONTACT CUSTOMER SERVICE TO CONFIRM PRODUCT RETURN ADDRESS AND PROCEDURES FOR WARRANTY.