

Warranties

Sansaire Sous Vide Machine and Sansaire Searing Kit Warranty

(1) ModernChef warrants that the Product, for a period of twelve (12) months from the date of delivery to the Consumer (the “Warranty Period”), shall be free from defects in operation, workmanship and materials, and shall conform in all respects with all labeling, product insert sheets and product specifications. ModernChef only warrants products sold and used in North America through authorized retailers in North America listed on our where to buy page, proof of purchase required. Using the product outside North America voids the warranty.

(2) During the Warranty Period, ModernChef shall promptly fix or replace with a new or refurbished unit, at no cost to Consumer, any Product that is defective. The decision whether to fix or replace the Product shall be at the sole discretion of ModernChef. Return and replacement shipping is only covered in the United States. North American customers outside of the US are responsible for return shipping and replacement shipping for warranty product.

(3) THE WARRANTIES CONTAINED IN SECTIONS (1) AND (2) SHALL BE CONTINGENT UPON PROPER USE AND STORAGE OF THE PRODUCT. ANY MISUSE OF THE PRODUCT, COMMERCIAL USE, ANY ALTERATIONS OR MODIFICATIONS TO THE PRODUCT, OR DAMAGE CAUSED BY THE NEGLIGENCE OR WRONGFUL CONDUCT OF RETAILERS OR CONSUMERS, SHALL CAUSE THE WARRANTIES IN SECTIONS (1) AND (2) TO BE NULL AND VOID.

(4) THE WARRANTIES CONTAINED IN SECTIONS (1) AND (2) SHALL BE CONTINGENT UPON USE OF MODERNCHEF-MANUFACTURED OR MODERNCHEF-CERTIFIED PARTS. IF ANY RETAILER OR CONSUMER USES, SUPPLEMENTS, OR OTHERWISE MODIFIES THE PRODUCT WITH ANY PART THAT IS NOT A MODERNCHEF-MANUFACTURED OR MODERNCHEF-CERTIFIED PART, THIS WARRANTY SHALL BE NULL AND VOID.

(5) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCT AND ANY SERVICES PERFORMED ARE PROVIDED “AS IS” AND “WITH ALL FAULTS” AND WITHOUT WARRANTY OF ANY KIND AND EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS (1) AND (2), MODERNCHEF DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO ALL PRODUCTS AND SERVICES PROVIDED BY MODERNCHEF, ITS AFFILIATES, RETAILERS, AND SELLERS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR ANY TIME LIMIT OR SCOPE NOT EXPRESSLY OFFERED BY MODERNCHEF IN SECTIONS (1) AND (2) OR OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. MODERNCHEF DOES NOT WARRANT THAT THE PRODUCT IS ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT. MODERNCHEF AND CONSUMER AGREE AND UNDERSTAND THAT THE WARRANTY DISCLAIMERS CONTAINED HEREIN ARE A SPECIFIC PART OF THE BARGAINED-

FOR EXCHANGE, THE PURCHASE OF THE PRODUCT(S), AND THE NEGOTIATION OF THIS AGREEMENT. NO ORAL OR WRITTEN ADVICE PROVIDED BY MODERNCHEF OR RETAILER TO CUSTOMER SHALL CREATE A WARRANTY OF ANY SORT BY MODERNCHEF.

(6) CONSUMER SHALL BE SOLELY RESPONSIBLE FOR USE, HANDLING AND STORAGE OF THE PRODUCTS IN COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. MODERNCHEF SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF USE OR DATA, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, WHETHER SUCH ALLEGED DAMAGES ARE BASED IN WARRANTY, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY), CONTRACT, OR INDEMNITY IN ANY ACTION BROUGHT BY THE CONSUMER OR ANY THIRD PARTY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO CONSUMER. IN NO EVENT SHALL MODERNCHEF'S TOTAL LIABILITY TO CONSUMER OR OTHERS FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE PURCHASE PRICE OF THE PRODUCT. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.