

WARRANTY

LIMITED WARRANTY: 5-Years on Grill; 15-Years on Stainless Steel; Lifetime on 304 Stainless Steel (select models)

Dakota Grills, LLC warrants that the appliance will perform substantially in accordance with the accompanying written materials for a period of five (5) years from the date of receipt. When this appliance is operated and maintained according to its instruction manual, unless located on or within fifty (50) miles of a sea or ocean, Dakota Grills warrants that no stainless steel part will rust through for a period of fifteen (15) years from the date of receipt, and that on select models made of type 304 stainless steel, no 304 stainless steel part will rust through during the product's lifetime. When operated and maintained according to its instruction manual, and when located on or within fifty (50) miles of the ocean, Dakota Grills instead warrants that no 304 stainless steel part will rust through for a period of ten (10) years from the date of receipt; no other parts are warranted against rust-through.

This warranty is extended to the original household purchaser only and is not transferable. This warranty does not apply to: (a) damage caused by accident, misuse, abuse, acts of God, use of products or accessories not approved by Dakota Grills LLC, or any negligent use, (b) products which have been opened, altered, improperly installed, connected to incorrect power, or repaired or serviced by unauthorized individuals, (c) the finish on any portion of the product, as this is considered normal wear and tear, (d) transit damage, initial installation costs, removal costs, reinstallation costs, (e) service calls to correct the installation of your product or instruct in its usage, or any other labor costs, (f) any other conditions beyond the control of Dakota Grills, LLC.

CUSTOMER REMEDIES

Dakota Grills LLC's entire liability and your exclusive remedy shall be, at Dakota Grills LLC's option, either (a) repair or replacement of the component that does not meet this Limited Warranty, or (b) exchange of the product for a similar product, used or new, in similar or better condition. This Limited Warranty is void if failure of the product has resulted from accident, abuse, alteration, neglect, or misuse. Any replacement components will be warranted for the remainder of the original warranty period or one (1) year, whichever is longer.

For warranty service, please contact Dakota Grills, LLC for further instruction:

Dakota Grills, LLC
44136 200th St.
Lake Preston, SD 57249

605-847-4713
info@dakotagrills.com
www.dakotagrills.com

If transportation is required, you will be responsible for all insurance and transportation charges to the factory or point of repair. Any damages incurred during transit are your responsibility, so proper packaging is essential. Dakota Grills, LLC will return your unit freight prepaid if repair is covered under warranty.

NO OTHER WARRANTIES

Any implied warranties on the Dakota Grills, LLC product are limited to five (5) years. Some states do not allow limitations or deviations of an implied warranty, so the above limitation may not apply to you. To the maximum extent permitted, Dakota Grills, LLC and its suppliers disclaim all other warranties, either express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose, with regard to the product or the accompanying written materials, if any. No oral or written information or advice given by Dakota Grills, LLC, its agents, or employees shall create a warranty or in any way increase the scope of this agreement and you may not rely on any such information or advice. Your rights may vary from state to state. Outside the 50 United States, this warranty does not apply.

NO LIABILITY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES.

To the maximum extent permitted by applicable law, in no event shall Dakota Grills, LLC be liable for any damages whatsoever (including without limitation, special, incidental, consequential, or indirect damages for personal injury or loss, loss of business, profits, or business information, business interruption, or any other pecuniary loss) arising out of the use or the inability to use the product, even if Dakota Grills, LLC has been notified of the possibility of such damages. In any case, Dakota Grills, LLC's entire liability under any provision of this agreement shall be limited to the amount actually paid by you for the product.

Dakota Grills, LLC does not warrant that the function contained in the products supplied will meet your requirements or that the operation will be uninterrupted or error free.

GOVERNED BY SOUTH DAKOTA

The laws of the State of South Dakota govern this document and its individual sections, including but not limited to: the Limited Warranty, Disclaimer of Warranties, Money-back Guarantee, Free Instruction, and Returns & Trade-Ins.

RETURN POLICY

45-DAY MONEY-BACK GUARANTEE

If within 45 days after you have purchased your Dakota Grill™ appliance from an authorized dealer, you are not satisfied and would like a full refund, return the sales slip (including purchase price and date of purchase), the product, and everything included with it to the dealer or retailer from whom you purchased it. The product must be clean (with no grease or char) and in like-new condition, or the refund will be reduced accordingly. The retail value of customizations (such as sand-etchings, non-standard colors, or custom parts) will be deducted from the refund, as well as the replacement costs of these customized components. In addition, Dakota Grills, LLC may, at its sole discretion, decrease the refund by the retail amount of consumable items included with the appliance (such as seasonings, wood chips, BBQ sauce, etc.).

FREE INSTRUCTION

Due to the many different cooking methods and differences in the way individuals use their Dakota Grill™, a learning curve is to be expected. If you are unable to master cooking any common food items on your Dakota Grill™, please contact us for help. In the first year of ownership, you have the right to a minimum of three (3) free cooking consultations via phone, email, or other remote means (as deemed appropriate by Dakota Grills, LLC). Dakota Grills, LLC, generally does not limit the number of free remote consultations you may receive, but may do so at its discretion, especially should said consultations place an undue burden on Dakota Grills, LLC.

RETURNS AND TRADE-INS

With proper care and maintenance, your Dakota Grill™ should lose little value over time. At its sole discretion, Dakota Grills, LLC may accept returns and trade-ins of its own products. If it so chooses, Dakota Grills, LLC may offer to repurchase its own products for a percentage of an appraised value. Said appraised value is to be determined solely by Dakota Grills, LLC and may be influenced by, but is not necessarily limited to, the following factors:

- ◆ depreciation in value
- ◆ age, model, and construction
- ◆ wear and tear dependent on degree of use
- ◆ retail cost of missing or damaged items
- ◆ repair and maintenance costs
- ◆ cleaning expenses
- ◆ any other reasonable expenses Dakota Grills, LLC may incur in refurbishing your Dakota Grill™

In addition, returns shall be subject to a standard restocking fee (\$100 as of January 1, 2012), plus replacement cost of the owner's kit. In no way shall this section be construed to require Dakota Grills, LLC to repurchase any of its own products.

NO OTHER GUARANTEES

No oral or written information or advice given by Dakota Grills, LLC, its agents, or employees shall create a warranty or guarantee or in any way increase the scope of this return policy and you may not rely on any such information or advice. This policy is subject to change at any time without notification; however, the policy in effect at the time of your purchase shall remain the governing policy for no less than 45 days after your purchase. Your rights may vary from state to state. Outside the 50 United States, this return policy does not apply; returns are not accepted, and no money-back guarantee exists.

If you have any questions concerning this return policy or its sections, please call 605-847-4713.