

## Lacanche Hood Terms & Conditions

### **I. Estimate**

- (a) This document integrates and forms part of the Estimate to which it is attached (the “Estimate”) and, together with it, it forms a binding agreement (referred to as the “Terms and Conditions”).
- (b) By placing an order through Art Culinaire’s Sales Team, You agree to the following:

### **II. Payments**

- (a) Art Culinaire’s Lacanche hood is provided at the price set forth in the Estimate.
- (b) A deposit equal to 40% of the price appearing on the Estimate (the “Deposit”) is due upon placing the order. A production spot with the factory will not be issued until the deposit is paid.
- (c) Taxes are calculated based on rates available at the date of the Estimate. You acknowledge that these rates may be subject to changes by tax authorities and may vary before the Balance Due Date.
- (d) If you wish to pay by check, make the check payable to Art Culinaire and mail it to the following address:

Art Culinaire  
1701 1<sup>st</sup> St  
Snohomish WA 98290

- (e) You acknowledge that, one complementary change order will be granted in the first thirty (30) days. After the complementary time has expired past thirty (30) days, the cost of each change order will be a fee of \$500 (five hundred) per change. Change orders will not be accepted after six (6) months of the initial purchase. All changes in prices will be reflected from the initial order date. In addition, you agree that the delivery’s estimated time of arrival (“ETA”) of the hood may be affected, depending on factory’s availability.

### **III. Unpaid Balances**

- (a) The hood You ordered will remain the property of Art Culinaire until payment of the balance is received and Art Culinaire may withhold the hood until such moment.
- (b) You agree that, in the event of outstanding balances that are not fully paid within 30 days after the Balance Due Date, you will be in breach of the Terms and Conditions and all ordered hoods will be deemed abandoned. In this case, Art Culinaire will restock and dispose of unpaid hoods in any manner it deems appropriate (“Restocking”).
- (c) Art Culinaire reserves the right to proceed to Restocking at its sole discretion. In the event Art Culinaire decides to restock any hoods for which You have missing balance payments, Art Culinaire may, at its sole discretion, send a communication to Your address, as it appears in these Terms and Conditions or in Art Culinaire’s records, to notify You that it will be Restocking the hood You ordered within the next 30 days.
- (d) Upon Restocking, the hood will no longer be available. You agree that, regardless of whether You will ultimately pay Your outstanding balance, you will be responsible for all expenses arising out of or incurred as a consequence of Your missed payments by Art Culinaire, including but not limited to applicable administrative fees and storage, warehousing, deliveries, and maintenance expenses (“Restocking Fees”).
- (e) Art Culinaire will allow your nonrefundable deposit to be applied towards a new order at current pricing with current lead times for up to 90 days after abandonment.
- (f) Notwithstanding anything in this Section, Art Culinaire reserves the right to pursue any other legal remedy under applicable law as proper or necessary given the circumstances.

#### **IV. Warranty Terms**

- (a) Art Culinaire Lacanche hoods come with a three year limited warranty that applies as follows:
- (i) For three (3) years from the date of the hood delivery, the warranty will cover parts and labor required to repair or replace any component of the hood that is defective in materials, workmanship, or factory design, provided that the defect arises out of normal and reasonable use of the hood. Please note that if the hood is not properly installed the warranty may become void. The blower insert is not covered by Art Culinaire's warranty but is covered under its manufacturer's warranty.
- (b) If your hood comes with a Vent-A-Hood® Magic Lung® (B-Series and T-Series) blower insert, the manufacturer's warranty is as follows:
- (i) For five (5) years from the date of purchase of the blower insert, the warranty will cover parts and one year of labor.
  - (ii) The warranty does not cover: freight damage, blower wheel damage, light bulbs, damage or malfunction caused by faulty installation, incidental or consequential damage, commercial application, or misapplication or modification of or to any part of the Vent-A-Hood® product.
- (c) If your hood comes with a Modern-Aire blower insert, the manufacturer's warranty is as follows:
- (i) For three (3) years from the date of purchase of the blower insert, the warranty will cover parts and labor.
- (d) Art Culinaire expressly excludes the replacement costs of stainless-steel surfaces and powder coated exterior panels for aesthetic reasons or material defects occurring prior to installation. Instead, these defects will only be covered for ninety (90) days from hood delivery.
- (e) You acknowledge that there may be variances in the color of the hood You receive. We at Art Culinaire believe that color variances are a feature of our bespoke, artisanal hoods based on our specific manufacturing methods. Accordingly, these variances are expressly excluded from the Terms and Conditions' warranty.
- (f) To qualify under these Terms and Conditions' warranty, repair and replacement services must be performed by service agents qualified or approved by Art Culinaire. In addition, the services must be pre-approved in writing by Art Culinaire. Art Culinaire disclaims, and You will be solely responsible for, labor, repair, and replacement costs that Art Culinaire has not pre-approved. You acknowledge that service providers are independent contractors which are not affiliated to or employed by Art Culinaire, and that their services will be provided during ordinary business hours.
- (g) The Terms and Conditions' warranty provisions do not apply to:
- (i) Subsequent owners, grantees, receivers, or any party other than the original purchaser;
    - Except in the case the hood is purchased by a third party for a homeowner
  - (ii) Hoods used for commercial or non-household purposes;
  - (iii) Hoods with their serial number removed or altered, or otherwise misapplied, mishandled, misused, subject to improper cleaning or installation, chemical action, or unauthorized alterations; and
  - (iv) Hoods installed outside of the fifty states of the United States or the District of Columbia.
- (h) Unless otherwise expressly stated herein, Art Culinaire expressly excludes from the Terms and Conditions' warranty the costs of labor for the repair or replacement of damages or defects arising out of, related to, or caused by:
- (i) Aesthetic reasons;
  - (ii) Manufacturing color variances;
  - (iii) Owner negligence, improper or faulty use, installation, service, or repair;
  - (iv) Improper, insufficient, or faulty house utilities or environment;
  - (v) Improper or insufficient electrical supply;
  - (vi) Accidents, acts of God, unforeseeable events;
  - (vii) Parts purchased outside of Art Culinaire's service provider network;
  - (viii) Work or services sourced outside of Art Culinaire's service provider network and/or not approved by Art Culinaire;

- (ix) Travel, lodging, transportation, and other expenses associated with service by our direct employees or representatives requested outside our service coverage areas;
  - o With the exception that no local service provider is an option
- (x) Premium time or overtime charged for labor otherwise covered by this warranty; and
- (xi) All circumstances otherwise outside the control of Art Culinaire.

(i) You acknowledge that these terms and conditions are exclusive of any and all other warranties, express or implied, including the warranty of merchantability, fitness for a particular purpose, or those arising out of trade usages, other than those expressly stated herein. These terms and conditions, including the warranty herein, may not be modified or superseded by representations or statements by Art Culinaire's agents or representatives.

(j) To the maximum extent not prohibited under applicable law, Art Culinaire will not be responsible to you, your assigns, successors, or other third parties for property damage, bodily injury, loss of use and consequential or incidental damages, special damages, lost profits, costs of substitute goods or services under contract, tort, or any other theory of liability arising out of or related to the goods and services provided hereunder. Art Culinaire's cumulative liability on any claim shall not exceed the wholesale price of the goods or services provided hereunder and giving rise to the claim.

#### **V. Delivery and Installation**

(a) After signing your Estimate and Paying your Deposit, you will receive a notification providing the delivery ETA and the Balance Due Date. You acknowledge and agree that the delivery ETA is an estimated date and that deliveries may be delayed in order to comply with laws or regulations affecting the production, freight, or shipping of the hood or in response to circumstances outside the control of Art Culinaire.

(b) You will be responsible for storage (after the complimentary 60 days), re-delivery, and maintenance fees if You are unable to receive delivery.

(c) The hood will be delivered to a smooth, flat, non-gravel outside surface or garage space, but not transported inside the house. Travel damage claims must be made within seven (7) days from the date of delivery and prior to removing the hood from the shipping pallet. Art Culinaire reserves the right to verify Your claim and may refuse service under this provision if it determines that these terms do not apply to You.

(d) The installation of Art Culinaire Lacanche hoods requires, without exception, that You follow these guidelines:

- (i) Clearance to combustibles as outlined in the installation instructions must be followed.
- (ii) Proper hood mounting height as outlined in the installation instructions must be followed.
- (iii) Art Culinaire's Installation Network is a nationwide group of vendors who have provided installation services for the Lacanche brand. It is our goal to source and maintain a high-quality list of vendors should our Lacanche owners ever need services. However, we are unable to always keep comprehensive checks of these companies in place, so it is highly recommended that due diligence is performed prior to contracting any service. The vendor list and subsequent referrals are simply a courtesy. Any agreements made or work performed is between the vendor and contracting party. Art Culinaire does not assume responsibility for providing or coordinating the installation of your hood.

(e) You acknowledge and agree that installations that do not follow these indications will be considered improper under these Terms and Conditions and that Art Culinaire may deny Your warranty claim because of that.

#### **VI. Claims**

(a) To submit a claim under the Terms and Conditions, please contact Art Culinaire's Support Department at 1-888-222-2930 prior to scheduling a service appointment. You will be asked to confirm the model and serial number of the hood You purchased, and/or the name of the original purchaser, their address, and the date of the purchase.

(b) Art Culinaire reserves the right to investigate and verify all claims to determine eligibility under the warranty terms. You acknowledge that this may require You to provide or confirm Your purchase details, payment methods, or other relevant information. Art Culinaire may refuse service under the Terms and Conditions if it determines that the warranty does not apply to or cover Your claim.

## **VII. Disputes**

(a) In the event of a dispute arising out of or related to these Terms and Conditions, you agree to first convene with Art Culinaire for a good faith attempt to resolution. Art Culinaire may propose certain actions to be taken to resolve the issue within a reasonable time. You agree to reasonably consider said actions and to exhaust all remedies proposed by Art Culinaire before taking any further action with respect to a dispute.

(b) In the event no agreement or understanding is reached within a reasonable time, you agree to submit all claims and disputes arising out of or in connection with the Purchase Order and these Terms and Conditions to arbitration conducted by a panel of three (3) arbitrators, with each Party appointing one arbitrator, and the Parties jointly appointing a chairperson to preside over the proceeding. The arbitration will take place in Washington and apply the laws of the State of Washington, except any laws that would cause the application of another state's laws. You agree that the resulting arbitral awards or decisions will be binding and enforceable.

(c) Notwithstanding the above, in the event recourse to arbitration is made impossible by the conduct of one Party or an arbitral award is otherwise disregarded, the Parties agree to submit all disputes to the jurisdiction of the state or federal courts of the State of Washington, electing venue in the County of Snohomish.

(d) You agree to waive, to the maximum extent not prohibited under applicable law, the right to assert any claims against Art Culinaire, whether by lawsuit or arbitration, as a representative or member in a class action or in any other proceeding in which You act in a representative capacity, and to classify any pending claim, whether in lawsuit or arbitration, as a class action or representative action.

## **VIII. Other Terms**

(a) These Terms and Conditions is governed by the laws of the State of Washington except its conflict of laws provisions and provisions otherwise limiting or excluding the application of its laws or causing the application of another state's laws.

(b) A party's failure to enforce, in whole or in part, any of its rights under these Terms and Conditions will not constitute or be interpreted as a waiver of those rights or any portion thereof.

(c) The Terms and Conditions constitute the entire agreement between You and Art Culinaire, replacing all previous oral or written arrangements or understandings, including trade usages, course of dealing terms, and other prior agreements or arrangements, including but not limited to arrangements with third parties.

(d) These Terms and Conditions do not confer any rights or remedies upon any person other than Art Culinaire and You, as identified on the signatory line below, and their respective successors and permitted assigns. The Terms and Conditions do not create any obligations whatsoever that relate to, include, or benefit any person that is not a party hereunder.

(e) In the event one or more provisions of the Terms and Conditions are found or held void, invalid, or otherwise unenforceable, the remainder of the provisions will retain their full force and effect.

(f) Art Culinaire reserves the right to amend the Terms and Conditions at any time before or after Your purchase.

(g) Any modifications to the Terms and Conditions will not be effective unless agreed to by Art Culinaire in writing.

**IX. Contact Information**

To receive parts and service, or the name of an approved Art Culinaire network service provider near You, please contact us at:

- Art Culinaire, 1701 1<sup>st</sup> Street, Snohomish, WA 98290
- [support@frenchranges.com](mailto:support@frenchranges.com)
- 1-888-222-2930

Your Name

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Your Signature

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Date

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