

LIMITED WARRANTY

Blue Diamond Electrics are covered by a limited warranty against defects in materials and workmanship, beginning on the date of purchase and lasting for two years. If your Blue Diamond Electrics product has a defect during the warranty period, The Cookware Company (USA), LLC will either repair or replace the product.

Further information on the warranty claim process, exclusions from warranty coverage, and other terms can be found in the complete limited warranty for this product, available online at bluediamondcookware.com.

TERMS OF SALE; ARBITRATION

The terms on which The Cookware Company (USA), LLC sells Blue Diamond Electrics are available online at bluediamondcookware.com (the "Terms"). The Terms contain very important information regarding your rights and obligations, as well as conditions, limitations, and exclusions that may apply to you. Please read them carefully.

In particular, the Terms provide that, by your purchase of this product, you and The Cookware Company (USA), LLC are agreeing to give up any rights to litigate in a court or before a jury, or to participate in a class action or representative action with respect to a claim. Other rights that you would have if you went to court may also be unavailable or limited in arbitration. Any claim, dispute, or controversy between you and The Cookware Company (USA), LLC arising from or relating in any way to your purchase of products or services will be resolved exclusively and finally by binding arbitration.

The arbitration will be administered

by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified hereby. (The AAA Rules are available at adr.org or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this arbitration and waiver provision. The Cookware Company (USA), LLC will be responsible for the AAA filing fee of any such proceeding.

Other than your right to pursue a claim in small claims court, as described in the Terms, the arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or these Terms are void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. Attorney fee shifting in this case is governed by the Terms.

You agree to an arbitration on an individual basis. In any dispute, **NEITHER YOU NOR THE COOKWARE COMPANY (USA), LLC WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction. If any provision of the arbitration agreement described herein and in the Terms is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.