

**Log Lighter Sales, Inc.**

**Terms and Conditions for Log Lighter Kits**

**PLEASE READ THESE TERMS THOROUGHLY AND CAREFULLY. In the event You disagree with any of these Terms, You may terminate these Terms by immediately contacting Log Lighter Sales, Inc. (LLS) and returning the Kit with proof of purchase for a full refund within thirty (30) days of Your purchase. The Terms are and remain fully binding until LLS receives the returned Kit. If a Kit is installed, You, by default, have accepted these terms and conditions. it (installed or otherwise). The Terms are and remain fully binding until LLS receives the returned Kit. Your continued ownership and use of the Kit is deemed Your acceptance of these Terms.**

For companies and individuals who have entered into any other written agreements with LLS regarding the purchase and sale of the log lighter kits, these Terms shall supplement those written terms, with the terms herein governing in the event of any contrary terms.

Please direct questions to Log Lighter Sales, Inc. at 1-800-LOG-LYTER or (770) 428-2134, or by email loglightersales@gmail.com, or visit the website www.loglightersales.com.

**NOTICE TO INSTALLER:** *These Terms and Conditions include important information for both the Installer and the End-user of the log lighter kits purchased from Log Lighter Sales, Inc. A copy of these Terms and Conditions should be left with the product once installed for future reference.*

**Section 1: Definitions**

The definitions of certain terms used in this document are below:

* “Customer” refers to any person or entity that purchases a Kit directly from LLS.
* “Dispute” means any dispute between You and LLS related to or arising out of the Kit or these Terms.
* “End User” means any person or entity using a Kit, regardless of whether they are also a Customer who purchased it or installed it.
* “Installer” means any person who installs log lighter kits.
* “Kit” refers to any and all types of log lighter kits, distributed by LLS, including, but not limited to, basic kits, masonry kits, Pro-Start kits, and custom kits distributed by LLS. The Kit includes several components to be assembled but is not a complete kit as the installer is responsible for supplying other components as needed, components such as the appropriate orifices, gas flex connector, additional pipes and fittings, tape, and sealant.
* “Limited Warranty” means the one (1)-year warranty provided by LLS for the Kit, as further described in Section 7 below.
* “LLS,” “we,” or “our” refers to Log Lighter Sales, Inc.
* “Terms” refers to this document, including all its contents.
* “Us” refers to LLS, Customer, and End User, collectively.
* “You,” or “Your” refers to any Customer or End User.

**Section 2: Specifications for the Kit.**

The Kit once assembled and properly installed is designed to operate under 7"w.c. (1.74kPa), which is generally recognized as the normal pressure for natural gas at residential housing. Maximum inlet pressure is 10.5” w.c. (2.61 kPa) and minimum inlet pressure is 3.5” w.c. (0.87 kPa). Designed for natural gas. Rated at 65,000 BTU/ hr. with an orifice installed. Fittings: Schedule 40 black steel pipe meets UL listing and ASTM standards. Valve: CSA approved for natural gas and liquid propane gas. Length of burner is 10”, height of burner is 1 3/8”.

**Section 3: Warnings and Recommendations**

LLS’s warnings and recommendations in these Terms are based on our concern for the safety of our Customers and End-Users. The operation of a fireplace (proper or otherwise) comes with inherent risks. However, these risks can be significantly mitigated through a combination of proper installation, responsible operation, and diligent maintenance.

* The Kit, when properly installed and operated, should only be used as a starter for a hardwood-based fire in a masonry or prefabricated wood-burning fireplace.
* LLS recommends that only licensed professionals install the Kit. If that is not possible, we recommend that You have it inspected by a professional prior to first use.
* Read these Terms carefully before installation. Failure to install products according to the instructions may cause serious personal injury, property damage, or fire hazards and will void all manufacturer warranties. Final determination of the suitability of the Kit with Your project is Your sole responsibility, as each project, fuel, and location can be vastly different.
* LLS highly recommends that You read and consult all applicable laws, building codes, and industry standards pertaining to the installation of the Kit and fire safety in general prior to installation. Because these laws, codes, and customs vary by country, state, city, town, and municipality, LLS can only generally caution and make recommendations for You regarding the risks associated with the operation, installation, and maintenance of the Kit and fireplaces.
* Fireplaces are not replacements for central heating systems.
* Using the Kit only (without firewood) as a source of heating is dangerous. Doing so invalidates LLS’s warranty and removes LLS liability from any and all damage.
* Wood is a naturally occurring material that does not burn consistently or evenly in all circumstances. Burning of gas and wood comes with inherent dangers and hazards, including, but not limited to, physical injury, property damage, and lowered air quality caused by fire. You are responsible for eliminating or mitigating these hazards through Your use and maintenance of the Kit.
* Fireplaces, including those which incorporate the Kit, come with maintenance obligations, including, but not limited to, the periodic inspection of Your chimney flue, damper(s), and firebox by a professional, routine cleaning of the flue and firebox, and repair or replacement of any damaged or inoperable components of the fireplace.
* For gas-start fireplaces, including those with a Kit installed, LLS recommends that You periodically check that the gas is at an appropriate pressure.
* You should always use only the fuel for which Your fireplace was designed. Wood burned in the fireplace should be properly seasoned and dried. You not burn unseasoned or soft woods (fur, pine) as these woods contain moisture and saps that increase the production of creosote tars when burned. Creosote can coat the inside of a flue, decreasing its effectiveness at siphoning smoke and potentially igniting. Flue fires are hazardous and can potentially spread from the flue.
* LLS recommends that You not burn random materials, including, but not limited to, garbage, newspaper, charcoal, Christmas trees, charcoal, plastic, chemically treated wood, and such, in the fireplace. This can create noxious fumes that are harmful if inhaled, are highly polluting, and can produce large amounts of smoke and soot which will coat the flue. These items can also raise the burn temperature higher than that for which Your fireplace and the Kit were designed. That can damage the structure or allow the fire to spread outside of the firebox.
* LLS recommends that You not put any stainless steel or other galvanized metal in Your firebox. At high temperatures, these metals release a highly dangerous fume that can permanently damage the lungs.
* You should never leave a fire unattended and should keep children and pets away from the fireplace.
* To prevent fires from escaping the firebox, LLS recommends that you not overload the firebox with wood. In addition, it is important to keep your hearth free of flammable material.
* LLS recommends that You install and properly maintain smoke alarms throughout any residence or building near or attached to Your fireplace. These smoke alarms should be tested routinely.
* LLS recommends that You keep an unexpired fire extinguisher or fire blanket within a safe distance of Your fire source, and that End-Users are educated and competent is the use of these safety devices.
* Although certain hazards are described herein, LLS does not guarantee that these are the only hazards that exist. End-Users should use common sense when operating a fireplace and the Kit.

Below are warnings required by the State of California related to the Kit which should be read by You, regardless of Your residency.

**Prop 65 WARNING for California Residents**: The Kit, when in use, may create emissions or cause emissions to be created from the emission of gas or the combustion of wood of other logs which are known to the State of California to cause cancer, birth defects or reproductive harm, and adverse health effects.

**Section 4: Installation Instructions**

Kits should only be installed by licensed professionals. Installation of all Kits must conform with local building codes; or in the absence of local codes, with the National Fuel Gas Code ANSI Z223.1.

Basic installation instructions are available at www.loglighterales.com. These instructions offer *standard guidelines*. Each installation is unique and may require installation needs beyond standard guidelines. At a minimum, be aware of the following:

* Do not install gas controls inside the firebox burn chamber. Gas controls must be installed at an appropriate distance away from fire or properly shielded to prevent overheating from exposure to the fire.
* To avoid fire hazard, each kit should be installed in such a manner as to minimize the amount of heat to which the burner will be exposed.
* Each kit comes with an orifice that must be inserted into the burner regardless of the type of gas used.
* Pipe sealant must be used on all pipe joints.
* Kits do not include a pressure regulator valve, as the type and size of such valve is dependent upon the type of fuel, altitude, and pressure on the system. These valves should be supplied and installed by a professional installer at the time of installation. Attempting to use a log lighter kit without a pressure regulator valve is fire hazard, voids Your warranty, and voids Your right to pursue liability claims.
* Do not use open flame to check installed kit for leaks. Use a leak-check solution made specifically for this purpose or an electronic/digital detector. Clear the Kit and the fireplace of any debris prior to testing and use.

If You have any questions, speak to a licensed professional.

**Section 5: Operating Instructions for the End User**

1. Open or remove any obstructions in and around the fireplace. Open chimney damper(s). Open or remove fireplace doors or screens covering the front of the firebox.
2. Clean the burn chamber and surrounding area of all debris, especially ashes that may contain hot coals from previous fires. Properly dispose of this material. All cinders should be cooled thoroughly before removal and disposal to avoid fire hazards.
3. Check the log lighter gas valve to ensure that it is in the “off” position, and if it is not, turn it into the “off” position using the log lighter valve key.
4. Place logs on the fireplace grate allowing sufficient air space between logs for lighting. Do not overfill with wood.
5. Light a long-stemmed fireplace match or long stem lighter and hold it toward the center of the cast iron burner ports.
6. Using the log lighter valve key, gradually turn the log lighter valve toward the “on” position until ignition occurs.
7. If the burner does not light within five (5) seconds, turn the log lighter valve to the “off” position, put out the match or lighter, and wait for five (5) minutes before trying steps 1 – 6 again.
8. During the fire-starting process, keep any glass doors and fireplace screens open.
9. Once the wood is lit and burning, turn the log lighter valve to the “off” position using the log lighter valve key.
10. Place the log lighter valve key in a safe place, out of reach of children.

**Section 6: Limited Warranty**

LLS provides a limited warranty for a period of one (1) year after the purchase of the Kit, warranting that:

1. The Kit is free from defects in material and workmanship, and,
2. When installed by professional, maintained, and used in accordance with these terms, the Kit will operate for the purpose for which the Kit is designed and to which the Kit is intended to be used by its manufacturer.

Warranty claims must be submitted within the warranty period *along with Your proof of purchase*. Claims may be submitted in writing to LLS Product Manager, 121 Bells Ferry Lane, Marietta, Georgia 30066 or by email at loglightersales@gmail.com.

LLS assumes conditional acceptance of Your warranty until its inspection of the alleged defective kit, as which time, the warranty claims will be either rejected or officially accepted. The warranty period for any kit replaces under this warranty shall begin anew, subject to these Terms, for any replacement kit.

*Using the Kit only (without firewood) as a source of heating is dangerous. Doing so invalidates LLS’s warranty and removes LLS from liability from any and all damage.*

*Installation of manufactured gas logs in a masonry or prefabricated wood-burning fireplace where a Kit has been previously installed, invalidates all warranties, and removes LLS from all liability related to the Kit.*

**DISCLAIMER**

**Except for those express warranties stated above, LLS hereby disclaims any and all other warranties, including those which maybe implied by statute or common law, including, but not limited to, the implied warranty of merchantability, habitability, and fitness for a particular purpose. Further, REGARDLESS OF ANY WRITTEN OR ORAL STATEMENT MADE BY LLS OUTSIDE OF THESE TERMS, LLS MAKES NO REPRESENTATION THAT THE KIT IS COMPLETE, OR THAT IT IS COMPATIBLE WITH ANY OTHER HARDWARE, PRODUCT OR GOOD.**

**In the event the Kit is defective during the warranty period, and that defect is not due to or exacerbated by any violation of or deviation from these Terms by You, including Your misuse, neglect, alteration, damage, or improper installation or maintenance of the Kit, LLS will, at LLS’s sole discretion, replace the defective product or component; or, refund your purchase price.**

**EXCLUSIVE WARRANTY AND REMEDIES.**

**The warranty remedies provided above are intended to be and are EXCLUSIVE AND are provided in lieu of any other rights or remedies to which you may otherwise be entitled, whether at law, TORT, or contract, or in equity. You agree that in no event will you be ENTITLED TO any damages, benefits, compensation or other payments or rights other than those expressly set forth in the Terms** **related in any way to, arising out of, or connected with the Kit or LLS.**

**In no event shall LLS liable to you for any consequential, indirect, incidental, punitive, exemplary or special damages related in any way to, arising out of, or connected with theSE TERMS, THE Kit or Log Lighter, including any loss of revenue or profits, loss of use, or business interruption, whether based on contract, tort, strict liability, regulation, common law precedent or other legal theory, even if YOU have been advised of the possibility of SUCH damages and even if such damages result from LOG LIGHTER’S negligence or gross negligence.**

**Section 7: Dispute Resolution**

In the event there is any Dispute, including, but not limited to, issues related to, arising from, or connected with these Terms or the Kit, the following dispute resolution terms are agreed upon by Your acceptance of these Terms:

**Timing of Dispute Resolution:**

Both You and LLS agree that any claims comprising such Dispute shall be formally brought to arbitration, and that there shall be a one (1) year statute of limitations for the filing of any requests for arbitration, which begins as of the date of Your purchase of the Kit. If such a claim is filed more than one (1) year subsequent to the date of purchase, Your claims related to the Dispute shall be barred and precluded.

In the event You have submitted a warranty claim and such claim takes more than thirty (30) days for LLS to process, the statute of limitation for any such warranty claim is tolled while LLS’s decision regarding the warranty claim is pending.

**Arbitration and Class Action Waiver.**

You and LLS agree that these Terms, and the sale of the Kit affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. This section is intended to be interpreted broadly and governs any and all Disputes between Us, whether based in contract, warranty, tort, statute, or any other legal theory or cause of action; claims that arose before these Terms or any prior agreement (including, but not limited to, claims related to advertising, and any content available on or through any of LLS’s websites; and, claims that may arise after the termination of these Terms.

By agreeing to these Terms, You agree to resolve any and all Disputes with LLS follows:

Initial Dispute Resolution: Most disputes can and should be resolved without resorting to arbitration. You can reach LLS at loglightersales@gmail.com, and any notice of Dispute should be submitted to this email address. You and LLS agree to use our best efforts to settle any dispute, claim, question, or disagreement through direct communications and good faith negotiations. The failure of the above-described initial dispute resolution process shall be a condition to either party initiating any arbitration proceedings. During the period after which a notice of Dispute has been sent, the statute of limitation for any such Dispute is tolled for sixty (60) days or until such time as the initial dispute resolution has failed, whichever occurs first.

Binding Arbitration: If the You and LLS do not reach an agreed-upon resolution within a period of sixty (60) days from the submission of the notice of Dispute initiating the Initial Dispute Resolution provision above, then either party which wishes to further litigate the Dispute must submit the Dispute to final and binding arbitration as the sole means to resolve their respective claims between each other, subject to the terms set forth below. You and LLS agree that the binding arbitration shall be administered by the American Arbitration Association (“AAA”) and conducted pursuant to the Commercial Arbitration Rules of the AAA, if You are a Customer of LLS, or alternatively, the Consumer Arbitration Rules of the AAA, if You are an End User, (the “Rules”) in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions. And, to the extent possible, under Rules which provide for an expedited hearing.

The arbitrator shall be selected by application of the rules of the AAA, or by mutual agreement of the parties, except that such arbitrator shall be an attorney admitted to practice law in the State of Georgia, or a retired Georgia attorney. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all Disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms, including but not limited to any claim that all or any part of these Terms is void or voidable, whether a claim is subject to arbitration, or the question of any waiver by conduct. Within the arbitration, the arbitrator shall be empowered to grant whatever relief would be available in a court of law or equity against the parties. The arbitrator’s award shall be written, shall be reasoned if requested, shall be binding on the parties, and may be entered as a judgment in any court of competent jurisdiction.

The filing fee for the arbitration shall be paid by the party filing the arbitration demand, but the arbitrator shall have the right to assess or allocate the filing fees and any other costs of the arbitration as a part of the arbitrator’s final order. You and We are responsible for Our own respective attorneys’ fees and those shall not be allocated.

You agree that any arbitration shall be initiated in Cobb County, in the State of Georgia, United States of America. You and LLS further agree to submit to the personal jurisdiction of any federal or state court with any jurisdiction in Cobb County, Georgia, to compel arbitration or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

**THE PARTIES UNDERSTAND THAT, ABSENT THIS MANDATORY ARBITRATION PROVISION, THEY WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. THEY FURTHER UNDERSTAND THAT, IN SOME INSTANCES, THE COSTS OF ARBITRATION COULD EXCEED THE COSTS OF LITIGATION AND THE RIGHT TO DISCOVERY MAY BE MORE LIMITED IN ARBITRATION THAN IN COURT.**

Exception for Small Claims Court Claims: Notwithstanding the foregoing, We agree not to compel arbitration or move to stay any proceeding brought by You which are made in a suit brought in the Magistrate Court of Cobb County, Georgia; provided, however, that You understand and agree that the removal of such action to another court or any de novo appeal from such Court by either party that is permitted by law shall be subject to arbitration as agreed above.

Class Action Waiver: YOU AND LLS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. The parties wish for this provision to be enforced, but in the event such class action waiver is declared void or unenforceable under Georgia law, or unenforceable as to certain parties under such law, then adherence to said waiver shall be excused by the parties hereto and the remaining provisions of this Agreement shall remain in full force and effect.

**Choice of Law**

All Disputes and these Terms shall be subject to and governed by the laws of the State of Georgia, without giving effect to any principles regarding conflict of laws and without importing the Civil Practice Act or the Evidence Code; provided, however, that an arbitrator may apply such procedures and standards that are not provided under the Rules as he or she deem reasonably appropriate to administer the arbitration and to efficiently and economically decide legal and factual questions.

**Section 8: Indemnification.**

**You agree to defend, indemnify, and hold LLS and its employees harmless from and against any losses, liabilities, settlements, expenses, and costs from third party claims resulting or arising in whole or in part from: (i) Your misuse or neglect of the Kit and the fireplace; (ii) Your faulty installation or maintenance of the Kit; (iii) Your failure to install, use, or maintain the Kit or fireplace in accordance with LLS’s recommendations; and, (iv) Your violation of any of the Terms or law related to the Kit.**

**Further, You agree to defend, indemnify, and hold LLS and its employees harmless from and against any losses, liabilities, settlements, expenses, and costs from an End-User that argues he or she is not subject to these terms because he or she claims You failed to deliver a copy of these Terms to him or her after You installed or transfer the Kit.**

**Section 9**: **Survival.**

These Terms under Section 6, 7, and 8 shall survive any return, refund or replacement of a Kit, and any termination hereof.

**Log Lighter Sales, Inc.**

**121 Bells Ferry Lane • Marietta, Georgia 30066**

**770.428.2134 Office • loglightersales@gmail.com**