

# Limited Warranty

AS OF APRIL 1, 2014

REFRIGERATION

**Three Years Parts & Labor Warranty:** Fagor Commercial, Inc. ("Fagor") Warrants to the first-end-user purchaser (the "User") that the Fagor brand equipment sold hereunder, except for parts and accessories which carry the warranty of a supplier (the "Equipment") will be free from defects in material and factory workmanship under normal conditions of use and maintenance and upon proper installation and start-up in accordance with the User manual supplied with each Fagor unit. The obligation of this warranty is covered by Fagor for a period of three (3) years from the date of installation (Warranty commencement date), but in no event to exceed thirty-nine (39) months from the date of shipment from Fagor. All display and countertop cases which will be (2) two year warranty or fifteen (27) months from shipping date. Warranty is Not Transferable. Warranty only applies for installations within the continental US and Canada.

**Warranty Coverage:** If there is a defect in material or factory workmanship covered by this Warranty reported to Fagor during the period the applicable Warranty is in force and effect, Fagor will repair or replace, at Fagor's option, that part of the Equipment that has become defective and will cover reasonable labor cost within the corresponding warranty period of time. Fagor shall bear all reasonable labor costs in connection with the installation of these replacement parts, provided that, the installation is conducted by Fagor or its authorized representative. Charges for warranty travel time round trip, total two (2) hours or up to 100 miles total. Any charges exceeding those stated herein must have prior authorization by Fagor. In case Fagor deems the equipment non-repairable, said equipment will be replaced and the replacement unit(s) will carry the same warranty period from the original unit's installation date (original Warranty commencement date).

**Additional Two Year Compressor Part Warranty:** In addition to the warranty set above, Fagor warrants the sealed compressor (part only) for an additional two (2) years based on the original installation date, but not to exceed thirty-nine (39) months after shipment from the manufacturer. This warranty is for defects, both in workmanship and material, under the normal and proper use and maintenance service. The two (2) year extended warranty only applies to sealed parts of the compressor and does not apply to any other part or component, including, but not limited to cabinet, temperature control, refrigerant, motor starting equipment, fan assembly, or any other electrical or mechanical component. All display and countertop cases will have an additional four (4) year Compressor Part Warranty.

**Exclusions from and Conditions to Warranty Coverage:** This Warranty does not cover parts or accessories, which (a) carry the warranty of a supplier or (b) are abused. Application of this Warranty is further conditioned upon the following:

- **Installation:** The Equipment must be properly installed in accordance with Fagor's installation procedures and by a professional technician.
- **No Alteration:** The Equipment must not have been modified or altered from its condition at the date of original installation.
- **Use:** FAGOR EQUIPMENT IS NOT DESIGNED FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES, AND ITS SALE FOR SUCH PURPOSES IS NOT INTENDED. IN THE EVENT THE EQUIPMENT IS SO USED, THIS WARRANTY SHALL BE NULL AND VOID, AND THE EQUIPMENT IS SO USED, THIS WARRANTY SHALL BE NULL AND VOID, AND THE EQUIPMENT SHALL BE DEEMED TO HAVE BEEN SOLD "AS IS-WHERE IS" WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- **Proper Maintenance and Operation:** The Equipment must be properly maintained and operated in accordance with Fagor's maintenance and operating procedures. All service, labor and parts must be acquired from Fagor or its authorized service representative for the User's area.
- This warranty is void if failure is a direct result of handling and/or transportation, fire, water, accident, misuse, acts of god(s), attempted repair by unauthorized persons, improper installation, if serial number has been removed or altered, or if unit is used for purpose other than it was originally intended.

Failure to comply with any of these conditions will void this Warranty. In addition, this Warranty does not cover defects due to apparent abuse, misuse or accident.

**Parts Warranty Coverage:** Fagor warrants all new machine parts produced or authorized by Fagor to be free from defects in material and workmanship for

a period of 90 days from the Warranty Commencement Date. If any defect in material and workmanship is found to exist within the warranty period, Fagor will replace the defective part without charge. Defective parts become the property of Fagor.

Fagor will have no responsibility to honor claims received after the date the applicable Warranty expires. Notwithstanding the foregoing, any claim with reference to the Equipment or any parts therefore for any cause shall be deemed waived unless submitted by the User to Fagor within (30) days after the date the User discovered, or should have discovered, the claim. In connection with all claims under this Warranty, Fagor will have the right, at its own expense, to have its representatives inspect the Equipment at the User's premises and to request all of the User's records pertaining to the Equipment to determine whether a defect exists, whether the conditions set forth in this Warranty have been satisfied, and whether or not the applicable Warranty is in effect.

**THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATION OF PERFORMANCE AND ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO OTHER WARRANTIES ARE AUTHORIZED ON BEHALF OF FAGOR UNLESS SPECIFICALLY ISSUED BY FAGOR.**

Fagor shall have no liability for incidental or consequential losses, damages including without limitation or expenses, loss of sales, spoiled food, profits or goodwill, claims whether or not on account of refrigeration failure or punitive or exemplary damages directly or indirectly arising from the sale, handling or use of the Equipment or from any other cause relating thereto, whether arising in contract, tort, warranty, strict liability or otherwise. Fagor's liability hereunder in any case is expressly limited, at Fagor's election, to repair or replacement of Equipment or parts therefore or to the repayment of, or crediting the user with, an amount equal to the purchase price of such goods.

## Terms & Conditions

**Prices & Specifications:** Fagor reserves the right to change the prices and specifications of the equipment and/or material without notice. Prices are FOB Fagor warehouses. All orders are subject to acceptance by Fagor Commercial, Inc.

**Terms:** All orders are subject to credit approval. All Invoices not paid within the specified terms will be subject to a 1.5% per month delinquency charge. Buyer agrees to pay all costs of collection including such attorney's fees as may be allowed by law.

**Taxes:** This price list does not include any Federal, State, City or Local taxes, which may apply and are subject thereto.

**Shipment:** Requested carrier will be used upon request. Fagor has the right to ship via any responsible carrier if requested carrier is unavailable. Shipping charges are payable by consignee and any claims arising as such charges shall be resolved between the carrier and the consignee. Shipping dates are approximates. Fagor is not responsible for any delays in deliveries that are beyond our control.

**Damaged Merchandise:** Inspect shipment for any damage, before accepting it. If damaged, open and inspect the contents with the carrier. Any damage should be noted and reported on the delivering carrier's receipts. Fagor assumes no responsibility for damages while in transit.

**Concealed Damage:** If there is concealed damage to the equipment, notify the carrier immediately. Notification should be made verbally as well as in written form. Request an inspection by the shipping company of the damaged equipment. Retain all crating material until inspection has been made.

**Cancellations & Returns:** Cancelled orders and returned merchandise are subject to a 25% restocking and handling charge. Written authorization is required for a return of any equipment. All equipment returned must be in its original factory crate; freight prepaid and must be in the same condition as originally shipped by Fagor. Returns will only be authorized within 30 days of invoice date.

**Warranty:** Register your product with Fagor Commercial to validate our warranty. Service calls must be made directly through Fagor service department. 1-(866)-463-2467 or e-mail [us.service@onneragroup.com](mailto:us.service@onneragroup.com).

\*You may register your product online at <http://www.fagorcommercial.com>