

COOKING WARRANTY

Asber warrants its new product(s) to be free from defects in material and workmanship for a period of one (1) year from the original date of installation not to exceed 15 months from date of shipment from our factory. Equipment sold and installed for residential use, or outside the continental US is excluded from this warranty. Fryers: One year parts and labor, Limited 2 year tank warranty. If the fryer tank develops a leak due to manufacturing defect, and confirmed by an assigned Asber service company within the first two years of operation, Asber shall replace the fryer. Freight or installation charges shall not be included.

This warranty is limited to product(s) sold to the original commercial user. The liability of Asber is limited to, at Asber's option, the repair or replacement of any part found by Asber to be warranted herein. Asber shall bear all straight time labor costs in connection with the installation of these replacement parts, provided that, the installation is conducted by Asber or its authorized representative. Charges for warranty travel time to round trip total of (2) two hours or up to 100 miles total. This is only valid for ROAD travel and does not include any after-hours, weekend or holiday service calls, Air trips, ferries trips, additional charges or excess milage expense in remote areas. Any charges exceeding those stated herein must have prior authorization by Asber. Asber is not responsible for the relocation of a unit from a user's premises to perform a warranty repair.

Asber assumes no responsibility for any product not installed properly in accordance with the instructions supplied with the equipment by an authorized representative. Any equipment which has been modified by unauthorized personnel or changed from its original design is not covered under this warranty. Furthermore, Asber assumes no obligation for any product which has been subject to misuse, abuse or hard chemicals. Normal maintenance as outlined in the instructions is the responsibility of the owner-user and is not a part of this warranty. Normal parts wear and maintenance is also not covered by this warranty. This warranty is in lieu of any other agreement, expressed or implied, and constitutes the only warranty of Asber with respect to the product.

This states the exclusive remedy against Asber relating to the product(s) whether in contract or in tort or under any other legal theory, and whether arising out of warranties, representations, instruction, installation, or defects from any cause.

Asber shall not be liable whether in contract or in tort or under any other legal theory for loss of revenue or profit, or for any substitute use or performance or for incidental, indirect, special or consequential damages, or for any other loss or cost of similar type.

Proper installation, initial check out, air shutter adjustments, or normal maintenance such as lubrication, adjustment or calibration of controls is the responsibility of the dealer, owner-user or installing contractor and is not covered by this warranty. Parts warranty cover – Asber warrants all new machine parts produced authorized by Asber 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 Asber will replace the defective part without charge.

Defective parts become the property of Asber. Warranty Exclusions:

- Negligence or Acts of God.
- Thermostat calibrations after (30) thirty days from equipment installation due.
- Air and Gas adjustments.
- Adjustments to burner flames and cleaning of pilot burners.
- Failures caused by erratic voltages or gas supplies.
- Unauthorized repair by anyone other than an ASBER Authorized Service Center.
- Damage in shipment.
- Alteration, misuse or improper installation.
- If serial number has been removed or altered.
- Thermostats and safety valves with broken capillary tubes.
- Ordinary wear and tear.

Warranty claims: Register your product with Asber to validate your warranty. You may register your product online at <u>www.asberamerica.com</u> Service calls must be made directly through ONNERA USA service department at 877-693-3372 or by e-mail:us.service@onneragroup.com. All claims should include: model, serial number, manufacturing date, date of installation, proof of purchase and all the information supporting the defect.

Damaged Merchandise: Asber assumes no responsibility for damages while in transit, neither concealed damages. 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. 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 Asber. Returns will only be authorized within 30 days of invoice date.