

KINTERA GAS EQUIPMENT WARRANTY

(NON-TRANSFERABLE)

For Warranty Service Call 866-909-2855

All new KINTERA Gas Cooking Equipment is warranted to be free from defects in material and workmanship under normal use and service for a period of one (1) year from the date of original purchase, or 20 months after shipment date from the manufacturer, whichever occurs first. Any gas cooking equipment installed in a non-permanent structure, such as a mobile kitchen and/or trailer shall have a thirty (30) days limited warranty from the date of purchase. Proof of purchase required. Intended for indoor commercial use only.

This is limited to the repair and replacement, including labor charges of defective parts and/or assemblies. Labor, travel and mileage covered for the first year include straight time labor charges and travel charges within 100 miles, roundtrip.

1. This warranty is limited to original installation of new KINTERA Gas Cooking Equipment for the original user in the United States or Canada. This warranty is not transferable.
2. This product **MUST** be installed per Local and National Codes as described in the Owner's/Installers Manual.
3. This warranty does not apply to any equipment that has not been installed in accordance with the directions published in the appropriate installation and operation manuals.
4. KINTERA will bear no responsibility or liability for any equipment which has been mishandled, abused, misapplied, misused, subjected to harsh chemical action, or external causes such as gas fluctuations, field modified without the approval of KINTERA, or by unauthorized personnel, improperly installed or maintained, equipment damaged by flood, fire, or other acts of God, or which have altered or missing serial numbers.
5. This warranty applies only to defects in parts and workmanship in equipment and not damage incurred in shipping, handling or excessive incoming gas pressure.
6. If the equipment has been changed, altered, modified, or repaired with parts not authorized or by a nonqualified KINTERA Service Technician, then KINTERA shall not be responsible for warranty claim.
7. Adjustments such as calibrations, by-pass setting, leveling, tightening of fasteners and pipe unions, or utility connections normally associated with original installation are the responsibility of installer and not that of KINTERA. Regular maintenance and cleaning shall be the responsibility of the customer.
8. KINTERA will bear normal labor charges incurred in the repair or replacement of a warranted piece of equipment within 50 miles of an authorized service agent. Overtime, premium labor charges and travel charges in excess of 100 miles round trip will not be covered by KINTERA and will be the responsibility of the person or firm requesting the service.
9. Original purchased replacement parts will be warranted for 90 days from the parts invoice date. This warranty is for parts cost only and does not include freight or labor charges.
10. This warranty provides the exclusive remedy against KINTERA relating to all KINTERA, whether in contract or in tort or under any other legal theory and whether arising out of warranties, representations, instructions, installations, or defects from any cause. KINTERA shall not be liable, under any legal theory, for loss of use, revenue or profit, or for substitute use or performance, or for incidental, indirect, or special or consequential damages, or for any other loss of cost of similar type. The laws of some jurisdictions limit or do not allow the disclaimer of consequential damages. If the laws of such a jurisdiction apply to any claim by or against KINTERA, NO limitations and disclaimers contained here shall be the greatest extent permitted by law.
11. The liability of KINTERA is limited to the repair or replacement of any part found to be defective.

THIS WARRANTY AND THE LIABILITIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OF THEIR LIABILITIES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND CONSTITUTES THE ONLY WARRANTY OF KINTERA WITH RESPECT TO THE PRODUCT(S). PROCRE LIABILITY ON ANY CLAIM, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL NOT EXCEED THE PRICE OF THE EQUIPMENT THAT GIVES RISE TO THE CLAIM.

WARRANTY CLAIMS

All requests for Warranty Service must be called into 866-909-2855 to obtain and agree to service dispatch with Warranty Claim Payment Terms. All claims for labor or parts must be made directly through KINTERA

All claims should include: Dispatch number, model number of the unit, the serial number of the cabinet, proof of purchase, date of installation, and all pertinent information supporting the existence of the alleged defect.

WHAT IS NOT COVERED BY THIS WARRANTY

KINTERA sole obligation under this warranty is limited to either repair or replacement of parts, subject to the additional limitations below. This warranty neither assumes nor authorizes any person to assume obligations other than those expressly covered by this warranty. Travel beyond 50 miles round trip and more than 2 hours round trip.

NO CONSEQUENTIAL DAMAGES. KINTERA IS NOT RESPONSIBLE FOR ECONOMIC LOSS; PROFIT LOSS; OR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSSES OR DAMAGES ARISING FROM FOOD OR PRODUCT SPOILAGE CLAIMS WHETHER OR NOT ON ACCOUNT OF REFRIGERATION FAILURE.

WARRANTY IS NOT TRANSFERABLE. This warranty is not assignable and applies only in favor of the original purchaser/user to whom delivered. **ANY SUCH ASSIGNMENT OR TRANSFER SHALL VOID THE WARRANTIES HEREIN MADE AND SHALL VOID ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

IMPROPER USAGE. KINTERA ASSUMES NO LIABILITY FOR PARTS OR LABOR COVERAGE FOR COMPONENT FAILURE OR OTHER DAMAGES RESULTING FROM IMPROPER USAGE OR INSTALLATION OR FAILURE TO CLEAN AND/OR MAINTAIN PRODUCT AS SET FORTH IN THE OWNER'S MANUAL PROVIDED WITH THE UNIT.

RELOCATION OF EQUIPMENT FOR REPAIR: KINTERA is not responsible for the cost to move the unit for any reason from its position of operation on the customer's premises to make a warranty repair.

RESIDENTIAL APPLICATIONS: KINTERA assumes no liability for parts or labor coverage for component failure or other damages resulting from installation in non-commercial or residential applications.

ALTERATION, NEGLIGENCE, ABUSE, MISUSE, ACCIDENT, DAMAGE DURING TRANSIT OR INSTALLATION, FIRE, FLOOD, ACTS OF GOD.

KINTERA is not responsible for the repair or replacement of any parts that KINTERA determines have been subjected after the date of manufacture to alteration, neglect, abuse, misuse, accident, damage during transit or installation, fire, flood, or act of God.

IMPROPER GAS CONNECTIONS. KINTERA IS NOT RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF FAILED OR DAMAGED COMPONENTS RESULTING FROM INCORRECT PRESSURE OR TYPE OF GAS. THIS EQUIPMENT IS INTENDED FOR INDOOR USE ONLY.

NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: THERE ARE NO OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, EXCEPT THE ONE (1) YEAR PARTS & LABOR WARRANTY. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTY AND MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

OUTSIDE U.S.: This warranty does not apply to, and KINTERA is not responsible for, any warranty claims made on products sold or used outside the United States and Canada.