

## LIMITED WARRANTY

**Cooking Performance Group** 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 18 months from the date of shipment from our factory. Equipment sold and installed for residential use or outside the continental United States is excluded from this warranty. This warranty is limited to product(s) sold to the original commercial user. The liability of **Cooking Performance Group** is limited to, at **Cooking Performance Group's** option, the repair or replacement of any part found by **Cooking Performance Group** to be warranted herein. **Cooking Performance Group** shall bear the normal labor charges for repair or replacement to the extent that such repair or replacement is performed within 35 miles of the office of an authorized service agency, within the continental United States and during regular (straight time) hours. Travel outside of 35 miles and any work performed at overtime or weekend rates would be the responsibility of the owner/user. Defective parts must be returned to **Cooking Performance Group**, freight prepaid, for Warranty Inspection.

**Cooking Performance Group** assumes no responsibility for any product not installed properly in accordance with the instructions supplied with the equipment. Any equipment which has been modified by unauthorized personnel or changed from our original design is not covered under this Warranty. Furthermore, **Cooking Performance Group** assumes no obligation for any product which has been subject to misuse, abuse, or harsh chemicals. Normal maintenance as outlined in the instructions is the responsibility of the owner-user and is not a part of this warranty. There is a 90 day warranty on Cast Iron Parts.

Light bulbs, porcelain, and glass components are excluded from this warranty.

Fryers: one year parts and labor warranty, with a Limited Warranty on the fry tank. There is a 5 year pro-rated warranty on the stainless steel fry tank. 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 **Cooking Performance Group** with respect to the products.

This states the exclusive remedy against **Cooking Performance Group** 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. **Cooking Performance Group** 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.