

Garland U.S. Range LIMITED WARRANTY FOR COMMERCIAL PRODUCTS

(U.S.A)

LIMITED WARRANTY

Garland Commercial Ranges Limited ("Garland") warrants this product to be free from defects in material and workmanship for a period of one (1) year from the date the product is installed or eighteen (18) months from the date of shipment unless stated otherwise for specific models or product lines from our factory, whichever comes first.

Heavy duty equipment, Garland Master Series, Garland Induction, and U.S. Range Cuisine are warranted to be free from defects in material and workmanship for a period of two (2) years from the date the product is installed or thirty (30) months from the date of shipment from our factory, whichever comes first.

Stainless steel fry pots are warranted to be free from defects that would cause shortening leaks due to weld failures for the period of one (1) year parts and labor. The stainless steel fry pots are warranted for five (5) years, however, after one (1) year the warranty is limited to replacement parts only. Adjustments and calibrations are warranted for the first ninety (90) days from the date the equipment is installed.

Convection oven warranty coverage:

- Garland MCO (full size only) models: two (2) years limited parts and one (1) year labor. Door warranty five (5) years limited parts except window.
- U.S. Range Summit models: one (1) year limited parts and one (1) year labor. Door warranty five (5) years limited parts except window.
- Sunfire models: one (1) year limited parts and one (1) year labor. Door warranty three (3) years limited parts except window.

During the warranty period, Garland shall repair or, at Garland's option, replace parts determined by Garland to be defective in material or workmanship, and with respect to services, shall re-perform any defective portion of said services.

The foregoing shall be the sole obligation of Garland under this Limited Warranty with respect to the equipment, products and services. With respect to equipment, materials, parts and accessories manufactured by others, Garland's sole obligation shall be to use reasonable efforts to obtain the full benefit of the manufacturers' warranties. Garland shall have no liability, whether in contract, tort, negligence, or otherwise, with respect to non-Garland manufactured products.

WHO IS COVERED

This Limited Warranty is available only to the original purchaser of the product and is not transferable.

EXCLUSIONS FROM COVERAGE

- Repair or replacement of parts required because of misuse, improper care or storage, negligence, alteration, accident, use of incompatible supplies or lack of specified maintenance shall be excluded.
- Normal maintenance items, including but not limited to, light bulbs, fuses, gaskets, O-rings, interior and exterior finishes, lubrication, delimiting, broken glass, etc.
- Failures caused by erratic voltages or gas supplies.
- Travel costs beyond 100 miles in the USA and 150 km in Canada, or two (2) hours, travel other than overland, overtime, holiday charges, and any special arrangements.
- Improper or unauthorized repair.
- Changes in adjustment and calibration after ninety (90) days from equipment installation date.
- This Limited Warranty will not apply to any parts subject to damage beyond the control of Garland, or to equipment which has been subject to alteration, misuse or improper installation, accidents, damage in shipment, fire, floods, power changes, other hazards or acts of God that are beyond the control of Garland.

- This Limited Warranty does not apply, and shall not cover any products or equipment manufactured or sold by Garland when such products or commercial equipment is installed or used in a residential or non-commercial application. Installations not within the applicable building or fire codes render this Limited Warranty and any responsibility or obligations associated therein null and void. This includes any damage, costs or legal actions resulting from the installation of any Garland manufactured commercial cooking or warming equipment in a non-commercial application or installation, where the equipment is being used for applications other than those approved for by Garland.
- With respect to equipment, materials, parts and accessories manufactured by others, Garland's sole obligation shall be to use reasonable efforts to obtain the full benefit of the manufacturers' warranties. Garland shall have no liability, whether in contract, tort, negligence, or otherwise, with respect to non-Garland manufactured products.

LIMITATIONS OF LIABILITY

The preceding paragraphs set forth the exclusive remedy for all claims based on failure of, or defect in, products or services sold hereunder, whether the failure or defect arises before or during the warranty period, and whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence), strict liability, implied by statute, common-law or otherwise. Garland, its servants and agents shall not be liable for any claims for personal injuries or consequential damages or loss, howsoever caused. Upon the expiration of the warranty period, all such liability shall terminate. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. GARLAND DOES NOT WARRANT ANY PRODUCTS OR SERVICES OF OTHERS.

REMEDIES

The liability of Garland for breach of any warranty obligation hereunder is limited to: (i) the repair or replacement of the equipment on which the liability is based, or with respect to services, re-performance of the services; or (ii) at Garland's option, the refund of the amount paid for said equipment or services.

Any breach by Garland with respect to any item or unit of equipment or services shall be deemed a breach with respect to that item or unit or service only.

WARRANTY CLAIM PROCEDURE

Customer shall be responsible to:

- Immediately advise the Dealer or Garland Factory Authorized Service Agency of the equipment serial number and the nature of the problem. For a list of authorized service agents, please refer to the Garland web site at www.garland-group.com
- Verify the problem is a factory responsibility. Improper installation, gas adjustments or misuse of equipment are not covered under this Limited Warranty.
- Cooperate with the Service Agency so that warranty service may be completed during normal working hours.
- Submit sufficient documentation on a timely manner for reimbursement.

GOVERNING LAW

For equipment, products and services sold in Canada this Limited Warranty shall be governed by the laws of the province of Ontario, Canada; otherwise this Limited Warranty shall be governed by the laws of the state of Delaware, U.S.A., excluding their conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty.

Garland Commercial Ranges Ltd.

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