



Berg Refrigeration Warranty **For Models ESS451 (SD451) & ESS651 (SD651)**

1 Year Parts & Labor Limited Warranty, 3 Year Additional Compressor Part Warranty - Valid Only in the Continental United States for Berg ESS451 and ESS651 models

ONE YEAR PARTS & LABOR WARRANTY

Warrants to the original purchaser of this unit, the cabinet and all parts thereof, to be free from defects in material or workmanship, under normal use and service for a period of one (1) year from the date of original purchase. Any parts covered by this warranty that are examined and determined to have been defective within one (1) year of original purchase shall be repaired or replaced as stated below.

Berg Refrigeration shall be deemed to have fully complied with its obligation under the foregoing warranties by electing either one of the following procedures.

1. Furnishing a replacement part, freight collect, in even exchange for the returned part, freight collect.
2. Receiving the defective part, freight collect, repairing it; and returning it freight collect.

ADDITIONAL THREE- YEAR COMPRESSOR PART WARRANTY

Berg Refrigeration warrants its hermetically and semi-hermetically sealed compressor to be free from defects in both material and workmanship under normal use and service for a period of three (3) additional years from the date of original purchase.

Exclusions

The warranty described herein does not cover the following:

- 1) The original serial number has been removed, altered, or cannot be readily determined on the Berg Refrigeration product.
- 2) Normal wear and tear and gradual deterioration of the Berg Refrigeration product
- 3) When the Berg product has been transferred from an original owner to another party.
- 4) When the Berg product has been moved outside of the continental United States.
- 5) Rust on the interior or exterior of the Berg Refrigeration product.
- 6) When a Berg product is purchased "as is."
- 7) When the Berg product is defective, but the defect does not involve malfunction or defects in materials or workmanship.
- 8) When the Berg product is used in a way that is not in accordance with provided instructions and intended purpose.
- 9) When the Berg product is installed in places other than recommended locations, including, but not limited to, outside, open air venues, and residential locations.
- 10) Expenses for making the defective Berg product available for removal or accessible for the replacement Berg product, such as removing shelves, etc.

- 11) Common wear and tear items, including, but not limited to, light bulbs, air filters, water filters, knobs, handles, gaskets, power cords, and other cosmetic parts.
- 12) Damages to the finish of the Berg product that occur during installation.
- 13) When the Berg product has been repaired, modified or altered by the owner or a third party.
- 14) Damage to the Berg product as a result of misuse, abuse, neglect, accidents, fire, flooding, or acts of God.
- 15) Damage to the Berg product relating to improper utility connection or supply and problems due to improper ventilations.
- 16) Damage to the contents being stored in the malfunctioning Berg product.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER WARRANTY, WRITTEN OR ORAL EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF EITHER MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The agents, employees, distributors, and dealers of Berg Refrigeration are not authorized to make modifications to this warranty or to make additional warranties that are binding on Berg Refrigeration. Accordingly, statements by such individuals, whether oral or written, do not constitute warranties and should not be relied upon.

THE BUYER'S REMEDY AGAINST BERG REFRIGERATION, FOR THE BREACH OF ANY OBLIGATION ARISING OUT OF THE SALE OF BERG REFRIGERATION, WHETHER DERIVED FROM WARRANTY OR OTHERWISE, SHALL BE LIMITED TO REPLACEMENT OR REPAIR OF THE BERG REFRIGERATION PRODUCT.

In no event shall Berg Refrigeration. be liable for any other damage or loss, including, but not limited to, lost profits, lost sales, loss of use of equipment, claims of Buyer's customers, cost of interruption or down time, cost of substitute equipment, facilities, or services, or any other special, incidental, or consequential damages.

To Obtain Warranty Service, call 888-585-9440

01/12/23

