

## **Berg Display Freezer Warranty**

## 1 Year Limited Replacement Warranty - Valid Only in the Continental United States for Berg Display Freezers Only

Berg Display Freezer, warrants to the original purchaser of new, qualified Berg Display Freezers, that such equipment will be free from defects in materials and workmanship for a period of 1 year from the date of delivery. A copy of the original receipt or other proof of purchase must be submitted and verified to obtain warranty coverage. This warranty applies to the original owner only and is not assignable.

If a Berg Display Freezer is found to be defective during this period, Berg Display Freezers will repair the defective unit, replace any defective parts, or replace the defective unit.

## **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 Display Freezer
- 2) Normal wear and tear and gradual deterioration on the Berg Display Freezer.
- 3) When the Berg Display Freezer has been transferred from an original owner to another party.
- 4) When the Berg Display Freezer has been moved outside of the continental United States.
- 5) Rust on the interior or exterior of the Berg Display Freezer.
- 6) When a Berg Display Freezer is purchased "as is."
- 7) When the Berg Display Freezer is defective, but the defect does not involve malfunction or defects in materials or workmanship.
- 8) When the Berg Display Freezer is used in way that is not in accordance with provided instructions and intended purpose.
- 9) When the Berg Display Freezer 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 Display Freezer available for removal or accessible for the replacement Berg Display Freezer, 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 Display Freezer that occur during installation.
- 13) When the Berg Display Freezer has been repaired, modified or altered by the owner or a third party.

- 14) Damage to the Berg Display Freezer as a result of misuse, abuse, neglect, accidents, fire, flooding, or acts of God.
- 15) Damage to the Berg Display Freezer relating to improper utility connection or supply and problems due to improper ventilations.
- 16) Damage to the contents being stored in the malfunctioning Berg Display Freezer.

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 Display Freezers are not authorized to make modifications to this warranty or to make additional warranties that are binding on Berg Display Freezers. 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 DISPLAY FREEZERS, FOR THE BREACH OF ANY OBLIGATION ARISING OUT OF THE SALE OF A BERG DISPLAY FREEZER, WHETHER DERIVED FROM WARRANTY OR OTHERWISE, SHALL BE LIMITED TO REPLACEMENT OF THE BERG DISPLAY FREEZER.

In no event shall Berg Display Freezers 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