

## WARRANTY



### ONE YEAR WARRANTY

Berg warrants to the original purchaser of this unit, the unit cabinet and all parts thereof, to be free from defects in material and workmanship, under normal conditions of use and maintenance, 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 shall be deemed to have fully complied with its obligation under the foregoing warranties by electing either one of the following procedures:

1. Furnishing necessary replacement parts, 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. Valid only in the contiguous United States.

### ADDITIONAL FIVE YEAR COMPRESSOR PART WARRANTY

In addition to the (1) one year warranty stated above, Berg warrants that the hermetically and semi-hermetically sealed compressor parts to be free from defects in both material and workmanship under normal use and maintenance for a period of five (5) years from the date of original purchase. Valid only in the contiguous United States.

Compressors determined to have been defective within this extended time period will be either repaired or replaced with a compressor or compressor parts of similar design and capacity.

The five (5) year compressor warranty applies only to hermetically and semi-hermetically sealed parts of the compressor and does not apply to any other parts or components, including, but not limited to, cabinet, paint finish, temperature control, refrigerant, metering device, driers, motor starting equipment, fan assembly, any other electrical component, etc.

### COVERAGE LIMITATIONS

#### WHAT IS NOT COVERED BY THIS WARRANTY

- Failure to install and/or use equipment within proper and intended operating conditions. This includes but is not limited to residential or outdoor applications.
- Issues related to improper installation. Issues related to the installation are the responsibility of the installer.
- Any adjustments necessitated by improper operating conditions.
- Failure to properly maintain the unit including all preventive maintenance and cleaning.
- Installation in non-commercial or residential applications. This product is a commercial brand intended to be installed in a commercial setting.
- Equipment sold or used outside of the contiguous United States, equipment purchased second-hand, equipment sold by an unauthorized reseller, and equipment expressly sold without warranty coverage.
- Equipment without a valid serial number and proof of purchase, or other way to verify coverage.
- Equipment that has not been used appropriately or was subject to misuse, neglect, abuse, accident, alteration, negligence, damage during transit, delivery or installation, fire, flood, or an act of God.
- Equipment that has been installed, altered, modified, or repaired by anyone other than an authorized service agency outside of preventative maintenance and cleaning.

Parts deemed to be normal wear and tear parts, including door gaskets and select plastic or rubber components.

#### EXCLUSIONS TO THE ONE (1) YEAR PARTS AND LABOR WARRANTY:

Drawers on prep and chef base models will have one (1) year parts and labor. Countertop merchandisers will have a one (1) year limited warranty

This warranty is only valid for straight time labor rates, and does not cover overtime, holiday or off-hour and weekend rates. We reserve the right to deny coverage after a service technician is on site based on the above exclusions. Not responsible for service charges incurred on non-warranty matters.

**To Obtain Warranty Service, call 888-585-9440**



#### OUTSIDE OF THE CONTIGUOUS UNITED STATES WARRANTY

Products sold in Alaska, Hawaii, other US territories outside of the Contiguous United States, and Canada shall be backed by replacement coverage on items that can ship via normal parcel shipping, excluding the cost of shipping and any applicable duties, taxes, and fees. Items that must ship LTL/common carrier will be provided replacement parts, excluding labor costs, or reimbursed in the form of store credit for the value of the item only, excluding all applicable shipping costs, duties, taxes, and fees, at the place of purchase following appropriate troubleshooting steps.

THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATION OF PERFORMANCE AND ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO OTHER WARRANTIES ARE AUTHORIZED ON BEHALF OF BERG UNLESS SPECIFICALLY ISSUED BY BERG.

BERG shall have no liability for incidental or consequential losses, damages including, without limitation or expenses, loss of sale, spoiled food, profits, or goodwill claims whether or not on account of refrigeration failure or punitive or exemplary damages directly or indirectly arising from the sale, handling or use of the Equipment or from any other cause relating thereto, whether arising in contract, tort, warranty, strict liability or otherwise. BERG's liability hereunder in any case is expressly limited, at BERG's election, to repair or replacement of, or crediting the user with, an amount equal to the purchase price of such goods.

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