

LIMITED WARRANTY

Chesher Equipment Ltd. (CEL) warrants that the equipment, as supplied by CEL to the original purchaser, is free from defects in materials and workmanship. Should any part thereof become defective as a result of a manufacturing defect within the period and limits defined below, then, at the option of CEL, such parts will be repaired or replaced by CEL or its authorized service agency.

This warranty is subject to the following conditions: Repairs under this warranty are to be performed by a CEL authorized service agency. CEL cannot be responsible for charges incurred or services performed by a non-Chesher authorized service agency. In all warranty cases the closest Chesher authorized service agency (or sub-agent) must be used.

At Chesher's discretion, this warranty may be suspended if the invoice for the equipment in question is not paid within 30 days from date of invoice.

Time Period: Two years parts and labour, effective from the date of installation or 24 months from date of delivery, whichever is first, provided that an authorized service start up is purchased. Without start up, warranty is one years parts and labour. Service agency may require proof of purchase before starting work.

Exceptions to standard equipment warranty, effective within the above limitations:

Lamps, door gaskets or seals, and glass shades

Exclusions

- Equipment failure relating to improper installation, such as but not limited to improper utility connections, utility supply, unlevelled floors and problems due to ventilation.
- Equipment that has not been properly maintained, such as calibration of controls, adjustments to pilots and burners, damage from improper cleaning and water damage to controls.
- Equipment that has not been used in an appropriate manner, or has been subject of misuse or misapplication, neglect, abuse, accident, freight damage, fire, flood, riot or Acts of God.

If the equipment is changed, altered, modified or repaired by other than a qualified CEL approved service technician during or after the above limited warranty period, then CEL and its supplier shall not be liable for any damages to any person or to any property which may result from the use of the equipment thereafter.

This warranty does cover services performed at overtime or premium labour rates. CEL does not assume any liability for extended delays in replacing or repairing any items in the equipment beyond the control of CEL. CEL shall not be liable for consequential or special damages of any nature that may arise in connection with such product or part.

This warranty only covers equipment sold by CEL and installed in Canada. There will be no labour coverage for equipment located on any island not connected by roadway to the mainland, unless an authorized service agency or sub-agent is located on said island.

Inspection, service call, first inspection and chef assistance contemplated in the terms and conditions and any other materials prepared by CEL are subject to additional charges and may be denied altogether by CEL if the equipment is located more than 200 km from the offices of CEL or an authorized agency of CEL.

THE FOREGOING WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, AND CONSTITUTES THE ENTIRE LIABILITY OF CEL. IN NO EVENT DOES THIS WARRANTY EXTEND BEYOND THE DURATION OF THE ABOVE TIME PERIODS.



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