



# ORIGINAL ECONOMY EQUIPMENT LIMITED WARRANTY

## General Warranty

### Covering models

**35C+, 40C+, 40D, 40S, 45C+, 65C+, 65S**

Pitco Frialator, Inc. warrants to the original user of its commercial cooking appliances and related equipment that said appliances and related equipment will be free from defects in material and workmanship under normal use for a period of one (1) year from the date of installation, with appropriate documentation, to a maximum of fifteen (15) months from the date of manufacture, subject to the following additions, exceptions, exclusions and limitations.

### What is covered

This warranty is limited to the repair or replacement at the Company's option, without charge, of any part found to be defective within the warranty period and reasonable expenses incurred for freight and material for the installation of such part; in addition, the Company's obligation shall be limited to reimbursement for normal labor on such parts.

Pitco Frialator, Inc. agrees to pay the Authorized Service and Parts Distributor, for any labor and material required to repair or replace, at the Company's option, any part which may fail due to defects in material or workmanship during the above general warranty period.

### How to Keep Your Warranty in Force

- Make sure any shipping damages are reported immediately. Damages of this nature are the responsibility of the carrier and must be reported by the receiver.
- Install the unit properly. This is the responsibility of the installer and the procedures are outlined in the manual.
- Do not install it in a home or residence.
- Maintain it properly. This is the responsibility of the user of the appliance and the procedures are outlined in the manual.
- Adjustments, such as calibration, leveling, tightening of fasteners or plumbing or electrical connections normally associated with initial installation. These procedures are outlined in the manual and are NOT covered by warranty.
- If it is damaged due to flood, fire or other acts of God, this is not covered under this warranty.
- Use it for what it is intended. If it is used for a purpose other than for which it was intended or designed, resulting damages are not covered under the warranty.
- Make sure that it has the correct voltage, gas supply and/or good quality water. If a failure is due to poor water quality, harsh chemical action, erratic voltage or gas supplies, these damages are not covered under the warranty.
- Do not materially alter or modify from the condition in which it left the factory.
- Do not obliterate, remove or alter the serial number rating plate.
- Use only Genuine OEM parts from Pitco Frialator, Inc. or its Authorized Parts and Service Distributors. Repairs are not covered by the warranty.
- If any other failure occurs which is not attributable to a defect in materials or workmanship, it is not covered.
- Food truck & mobile installations may void warranty. Combustion related issues will not be covered.

This warranty specifically excludes parts which wear or would be replaced under normal usage, including, but not limited to, electric lamps, fuses, interior or exterior finishes, o-rings and gaskets.

### Limits to the Warranty

Outside the United States of America and Canada, this warranty is limited to the replacement of parts and Pitco Frialator, Inc. will not bear any other expense be it labor, mileage, freight or travel.

In the United States of America and Canada, this warranty will cover up to 100 miles and two hours of round trip travel charges. Any excess travel is billable to the location.

If any oral statements have been made regarding the appliance, these statements do not constitute warranties and are not part of the contract of sale. This limited warranty constitutes the complete, final and exclusive statement with regard to warranties.

**THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY AGAINST LATENT DEFECTS.**

### Limitations of Liability

In the event of a warranty or other claim, the sole obligation of Pitco Frialator, Inc. will be the repair or replacement, at the Company's option, of the appliance or the component part. This repair or replacement will be at the expense of Pitco Frialator, Inc. except as limited by this warranty statement. Any repair or replacement under this warranty does not constitute an extension in time to the original warranty. Parts covered under this warranty will be repaired or replaced, at the Company's option, with new or functionally operative parts. The liability of Pitco Frialator, Inc. on any claim of any kind, including claims based on warranty, express or implied contract, negligence, strict liability or any other legal theories will be exclusively the repair or replacement of the appliance. This liability will not include, and the purchaser specifically renounces any right to recover special, incidental, consequential or other damages of any kind, including, but not limited to, injuries to persons, damage to property, loss of profits or anticipated loss of the use of this appliance.

If any provision of this warranty is unenforceable under the law of any jurisdiction, that provision only will be inapplicable there, and the remainder of the warranty will remain unaffected. The maximum exclusion or limitation allowed by law will be substituted for the unenforceable provision.

### How to Obtain Warranty Service

First direct your claim to the Pitco Frialator, Inc. Authorized Service and Parts Distributor, [www.pitco.com/serv.asp](http://www.pitco.com/serv.asp) closest to you giving complete model, serial and code numbers, voltage, gas type, and description of the problem. Proof of the date of installation and/or the sales slip may also be required. If this procedure fails to be satisfactory, write the National Service Manager, Pitco Frialator, Inc., P. O. Box 501, Concord, NH. 03302-0501. USA

This warranty gives you certain specific legal rights; you may have other rights which vary from state to state.