COOKRITE - Cooking & Holding Equipment Warranty

1 YEAR WARRANTY

All claims for parts or labor must be made directly to Atosa. All claims must include: model number of the unit, serial number, proof of purchase, date of installation, and all pertinent information supporting the alleged defect. Failure to comply with warranty policies will result in voiding claims. For warranty service, warranty and non-warranty related questions or issues, technical support, or to purchase replacement parts, contact Atosa toll free at (855) 855-0399.

One Year Parts & Labor Warranty

Atosa warrants all new gas components, such as cast-iron grates, stainless steel radiants, and briquettes to be free from defects in materials or workmanship. Atosa's obligation under this warranty is limited to a period of one (1) year from the date of shipment from Atosa. All parts covered under this warranty that are defective within one (1) from the date of shipment from Atosa are limited to repair or replacement (including labor charges) of defective parts or assemblies. The labor warranty shall include standard straight time labor charges only and reasonable travel time, as determined by Atosa.

What is Not Covered by This Warranty

Atosa's sole obligation under this warranty is limited to either repair or replacement of parts, subject to the additional limitations below. This warranty neither assumes nor authorizes any person to assume obligations other than those expressly covered by this warranty.

<u>NO CONSEQUENTIAL DAMAGES:</u> IN NO EVENT WILL ATOSA BE RESPONSIBLE FOR ECONOMIC LOSS, PROFIT LOSS, OR SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSSES OR DAMAGES ARISING FROM FOOD OR PRODUCT SPOILAGE, REGARDLESS OF WHETHER OR NOT THEY RESULT FROM EQUIPMENT FAILURE.

WARRANTY IS NOT TRANSFERABLE: This warranty is not assignable and applies only in favor of the original purchaser/user to whom delivered. ANY SUCH ASSIGNMENT OR TRANSFER SHALL VOID THE WARRANTIES HEREIN AND SHALL VOID ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR LABOR COVERAGE FOR COMPONENT FAILURE OR OTHER THE WARRANTY PACKET PROVIDED WITH THE UNIT.

ALTERATION, NEGLECT, ABUSE, MISUSE, ACCIDENT, DAMAGE DURING TRANSIT OR INSTALLATION, FIRE, FOOD, OR ACTS OF GOD: Atosa is not responsible for the repair or replacement of any parts that are determined to have been subjected after the date of manufacture to alteration, neglect, abuse, misuse, accident, damage during transit or installation, fire, flood, or act of God.

THE ONE (1) YEAR PARTS & LABOR WARRANTY IS AS DESCRIBED ABOVE. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND SELLER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR THAT THE GOODS WILL BE FIT FOR A PARTICULAR PURPOSE. SELLER ALSO DISCLAIMS ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Stocking Period: Equipment distributed by stocking dealers are permitted a period of up to six (6) months for time equipment is in-stock before sale to purchaser/user before warranty starts. For this extended warranty stocking period to be honored, customer must provide: model number of the unit, the serial number, and dated proof of purchase.

<u>Outside U.S. and Canada:</u> This warranty does not apply to areas outside the continent of the United States. Atosa is not responsible for any warranty claims made on products sold or used in such areas.

In some cases, a 25% restocking fee may be charged to a buyer for returned items.