



REFRIGERATION WARRANTY

Warranty: Asber usa Inc. (“Asber”) warrants to the first-end-user purchaser (the “User”) that the Asber brand equipment sold hereunder, except for parts and accessories which carry the warranty of a supplier (the “Equipment”) will be free from defects in material and factory workmanship under normal conditions of use and maintenance for a period of (1) one year from the date of Installation (Warranty Commencement date), but in no event to exceed (15) fifteen months from the date of shipment.

Warranty Coverage: If there is a defect in material or factory workmanship covered by this Warranty reported to Asber during the period the applicable Warranty is in force and effect, Asber will repair or replace, at Asber’s option, that part of the Equipment that has become defective. Asber will cover labor cost within one year from the warranty commencement date or 15 months from shipment date, whichever occurs first. Asber shall bear all labor costs in connection with the installation of these replacement parts, provided that, the installation is conducted by Asber or its authorized representative. Charges for warranty travel time to round trip total of (2) two hours or up to 100 miles total. Any charges exceeding those stated herein must have prior authorization by Asber.

Additional Four (4) Year Compressor Part Warranty: In addition to the warranty set above, Fagor warrants the sealed compressor (part only) for an additional four (4) year based on the original installation date, but not to exceed fifteen (15) months after shipment from the manufacturer. This warranty is for defects, both in workmanship and material, under the normal and proper use and maintenance service. The four (4) year extended warranty only applies to sealed parts of the compressor and does not apply to any other part or component, including, but not limited to cabinet, temperature control, refrigerant, motor starting equipment, fan assembly, or any other electrical or mechanical component.

Parts Warranty Coverage: Asber warrants all new machine parts produced or authorized by Asber to be free from defects in material and workmanship for a period of 90 days from the Warranty Commencement Date. If any defect in material and workmanship is found to exist within the warranty period, Asber will replace the defective part without charge. Defective parts become the property of Asber.

Asber will have no responsibility to honor claims received after the date the applicable Warranty expires. Notwithstanding the foregoing, any claim with reference to the equipment or any parts therefore for any cause shall be deemed waived unless submitted by the user to Asber within thirty (30) days after the date the user discovered, or should have discovered, the claim. In connection with all claims under this Warranty, Asber will have the right, at its own expense, to have its representatives inspect the equipment at the user’s premises and to request all of user’s records pertaining to the equipment to determine whether a defect exists, whether the conditions set forth in this Warranty have been satisfied, and whether or not the applicable Warranty is in effect.

Exclusions from and Conditions to Warranty Coverage: This Warranty does not cover parts or accessories, which carry the warranty of a supplier. Application of this Warranty is further conditioned upon the following:

- **Installation:** The Equipment must be properly installed in accordance with Asber’s installation procedures and instructions and reviewed and tested by Asber’s authorized representative.
- **No Alteration:** The Equipment must not have been modified or altered from its condition at the date of original installation.
- **Use:** ASBER EQUIPMENT IS NOT DESIGNED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES, AND ITS SALE FOR SUCH PURPOSES IS NOT INTENDED. IN THE EVENT THE EQUIPMENT IS SO USED, THIS WARRANTY SHALL BE NULL AND VOID, AND THE EQUIPMENT SHALL BE DEEMED TO HAVE BEEN SOLD “AS IS-WHERE IS” WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- **Proper Maintenance and Operation:** The Equipment must be properly maintained and operated in accordance with Asber’s maintenance and operating procedures. All service, labor and parts must be acquired from Asber or its authorized service representative for the User’s area.
- **Minor Parts.** No labor will be associated with the replacement of minor items such as, and not limited to, switches, pilot lights, gauges, fuses, etc. or replacement of wear items such as curtains, squeeze tubes, etc.
- This warranty is void if failure is a direct result of handling &/or transportation, fire, water, accident, misuse, “acts of God,” attempted repair by unauthorized persons, improper installation, if serial number has been removed or altered, or if unit is used

for purpose other than it was originally intended.

Failure to comply with any of these conditions will void this Warranty. In addition, this Warranty does not cover defects due to apparent abuse, misuse or accident.

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 ASBER UNLESS SPECIFICALLY ISSUED BY ASBER

Asber shall have no liability for incidental or consequential losses, damages or expenses, loss of sales, profits or goodwill, 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. Asber’s liability hereunder in any case is expressly limited, at Asber’s election, to repair or replacement of Equipment or parts therefore or to the repayment of, or crediting the user with, an amount equal to the purchase price of such goods.

*You may register your product online at:
<http://www.asberusa.com>