

Limited Product Warranty

Burger King Fry Holding Station with Air Scroll Retrofit Kit

Subject to the limitations set forth below, Duke Manufacturing Co. (referred to herein as "Duke") warrants to the owner of a Fry Holding Station with Air Scroll which was manufactured by Duke for a Burger King restaurant (a "Fry Holding Station") that for a period of one year after the shipment of a Duke Retrofit Kit (the "Warranty Period"), the existing blower motors in the Fry Holding Station shall be free from defects in material and workmanship (the "Warranty").

In the event of a failure of a blower motor in a Fry Holding Station during the Warranty Period, Duke's sole obligation shall be to provide a replacement blower motor free of charge. Duke shall not be obligated to provide any labor. All labor and parts expenses after expiration of the Warranty Period shall be the responsibility of the owner. Duke will bear the parts expense only during the Warranty Period, which applies only to products used within the Stationed States.

LIMITATIONS

The following limitations or restrictions apply:

The Warranty is limited to one replacement of each of the blower motors, left and right. Duke will not replace a blower motor that was already replaced under the terms of this Warranty. Only genuine Duke OEM Parts may be used for warranty repairs. A completed Motor Warranty Claim Form must be submitted and approved by Duke to obtain a replacement blower motor.

The warranty does not cover repairs to the Fry Holding Station if such repairs were caused by: (a) abuse, misuse, handling or exposure to harsh chemicals; (b) flood, fire or other acts of God; (c) the lack of proper cleaning or the lack of performance of routine maintenance activities as set forth in the Owners Manual and Retrofit Kit; and (d) failure of the Station to be installed in compliance with the installation parameters set forth in the Owners Manual and Retrofit Kit. Removal of the identification rating plate voids the warranty, as does operation at incorrect voltage or unauthorized modifications made to the Fry Holding Station by any party. Adjustments, such as leveling, calibration or tightening of fasteners, normally associated with installation of the Station and related to plumbing, electrical or gas connections are the responsibility of the installer. Damages incurred or suffered resulting from or in connection with repairs made to the Station by any entity not specifically authorized to do so by Duke, are not the responsibility of Duke.

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