

# Limited Warranty

## Duke FBB Flexible Batch Broiler US, Canada, Latin America, & Carribean

**DUKE MANUFACTURING CO.** (“Duke”) warrants to the original buyer that its Flexible Batch Broiler (the “Broiler”) shall be free from defects in material and workmanship for the period specified in this warranty, subject to certain conditions and limitations as set forth below.

### PRODUCT LIMITED WARRANTY PERIOD

**1 Year Parts and 90 Days Labor**

Subject to the limitations, restrictions, and waivers set forth below, Duke Manufacturing Co. will bear the labor and parts expense to repair the Broiler for a period of one (1) year following the date of installation for parts and for the period of ninety (90) days following the date of installation for labor (the “USA Product Limited Warranty Period”). After expiration of the USA Product Limited Warranty Period, all labor and parts expenses incurred in the repair of a Broiler shall be the responsibility of the owner, and not of Duke Manufacturing Co.

The following limitations or restrictions apply:

#### **PARTS:**

- Warranty coverage for the following parts is limited to six (6) months;
  - Lower burners
  - Flame arrestor
  - Burner Shield
- Coverage applies only to genuine Duke parts.
- Any part that is designed to be removed by an operator will be replaced, if defective, under terms of the parts warranty.
- If an owner requires warranty parts without warranty labor, Duke requires the parts to be returned through the Duke Factory Authorized Service Company as a condition of receiving warranty credit.
- Warranty parts will be shipped from the Duke Factory Authorized Service Company by ground service. If expedited shipping is required, additional charges may apply.
- Consumable parts provided by manufacturers other than Duke and used by Duke in the Broiler shall have the same warranty term provided by the original manufacturer, whether such warranty is greater or less than one (1) year.

#### **LABOR:**

- Labor costs for user replaceable parts are not covered.
- The warranty includes travel time portal to portal, not to exceed 100 miles (160 km) round trip, or two hours total travel time.
- Warranty covers labor for one trip per call dispatched. Additional trips required per owner /operators request will not be covered for labor costs.
- All labor must be performed during regular work hours. Overtime premiums, if requested by the owner, will be charged to the owner.

#### **GENERAL LIMITATIONS:**

- This warranty is valid only for Broilers installed in the USA, Canada, Latin America, & Carribean. Please refer to the international warranty policy for Broilers installed outside of the USA, Canada, Latin America, & Carribean.
- Only Duke Factory Authorized Service Companies or their agents may perform warranty work on the Broiler.
- Validation of warranty is required by proof of installation and startup of the Broiler by an authorized Duke Service Agent or other factory certified personnel by Duke.
- Repairs due to abuse, misuse, handling or harsh chemical action are not covered.
- Defects in parts or performance caused by improper cleaning, maintenance or adjustment are not covered.
- Removal of the identification rating plate or operation with incorrect voltage, gas pressure, or gas type voids the warranty.
- An unauthorized modification made by any party voids the warranty.

- Damage due to floods, fire, other casualty losses, or other acts of God are not covered.
- Adjustments, such as leveling, calibration or tightening of fasteners normally associated with installation of the Broiler, related to plumbing, electrical or gas connections are the responsibility of the installer and are not covered by this warranty.
- Damages incurred to or suffered from the Broiler, in connection with repairs made by persons or firms not specifically authorized to do so by Duke Manufacturing Co., are not the responsibility of Duke Manufacturing Co.
- Duke Manufacturing Co. does not recommend or authorize the use of any product(s) in a non-commercial application, including but not limited to residential use. The use or installation of product(s) in non-commercial applications renders all warranties, express or implied, including the warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE, null and void, including any responsibility for damage, costs and legal actions resulting from the use or installation of product(s) in any non-commercial setting.

**TO THE EXTENT ALLOWED BY LAW AND AFTER THE EXPIRATION OF THE USA PRODUCT LIMITED WARRANTY PERIOD, ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD QUALITY AND WORKMANSHIP, OR THAT THE BROILER MEETS OR EXCEEDS ANY SPECIFICATIONS, ARE HEREBY DISCLAIMED. THIS WARRANTY AND ANY OBLIGATIONS ASSUMED BY DUKE MANUFACTURING CO. HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER LIABILITIES, OBLIGATIONS, AND WARRANTIES, EXPRESSED OR IMPLIED. DUKE MANUFACTURING CO. SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF BUSINESS PROFITS. THIS WARRANTY GIVES THE PURCHASER SPECIFIC LEGAL RIGHTS. THE PURCHASER MAY ALSO HAVE OTHER RIGHTS, WHICH VARY, FROM STATE TO STATE.**

Duke makes no warranty, expressed or implied, of broiling performance, capacity, or ability of the Broiler to cook food product variations. Machine conditions which are caused by the owner or operator and which are beyond Duke's ability to predict or control may alter the broiling performance of the machine.

Duke has provided its service agents with guidelines for warranty work and standards for repair time. If Duke rejects a warranty claim, the owner is required to pay the service agent even though the owner disputes the charge. If the owner has paid the service agent and Duke approves the claim, Duke will refund the money paid. The owner is responsible for paying the service agent when due, regardless of the status of any service claim.

Duke Manufacturing Co. will make final warranty decisions on all warranty claims.



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