Dukers Appliance Co., USA Ltd. Warranty

STANDARD THREE YEAR PARTS AND LABOR WARRANTY

Dukers warrants to the original purchaser of every new Dukers refrigerated unit, the cabinet and all parts thereof, to be free from defects in material or workmanship, under normal and proper use and maintenance service as specified by Dukers and upon proper installation and start-up in accordance with the instruction packet supplied with each Dukers' unit. Duker's obligation under this warranty is limited to a period of three (3) year from the date of original installation or thirty-nine (39) months after shipment date from Dukers, whichever occurs first. Any part covered under this warranty that are determined by Dukers to have been defective within three (3) year of original installation or thirty-nine (39) months after shipment date from manufacturer, whichever occurs first, is limited to the repair or replacement, including labor charges, of defective parts or assemblies by an Dukers Authorized Service Provider. The labor warranty shall include standard straight time labor charges only and reasonable travel time, as determined by Dukers' warranty procedure and labor guidelines.

FIVE YEAR COMPRESSOR WARRANTY

In addition to the three (3) year warranty stated above, Dukers warrants its hermetically sealed compressors to be free from defects in both material and workmanship under normal and proper use and maintenance service for a period of two (2) additional years from the date of original installation but not to exceed five (5) years and three (3) months after shipment from the manufacturer.

Compressors determined by Dukers to have been defective within this extended time period will, at Dukers' option, be either repaired or replaced with a compressor or compressor parts of similar design and capacity.

The two (2) year extended compressor warranty applies only to hermetically sealed parts of the compressor and does not apply to any other parts or components, including, but not limited to, temperature control, refrigerant, dryers, motor starting equipment, fan assembly or any other electrical component, labor charges, etcetera.

WARRANTY CLAIMS

Dukers[®]

All claims for labor or parts must be made directly through Dukers by the Authorized Dukers Service Provider. All claims should include: model number of the unit, the serial number of the cabinet, proof of purchase, date of installation, and all pertinent information supporting the existence of the alleged defect.

In case of warranty compressor, the compressor must be returned to Dukers along with above listed information. Any action or breach of these warranty provisions must be commenced within three (3) year after that cause of action has occurred.

All warranty claims must be submitted by the Authorized Dukers Service Provider within 30 days from date of repair to prevent delays in processing claims.

WHAT IS NOT COVERED BY THIS WARRANTY

Dukers' 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.NO CONSEQUENTIAL DAMAGES. DUKERS IS NOT RESPONSIBLE FOR ECONOMIC LOSS; PROFIT LOSS; OR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSSES OR DAMAGES ARISING FROM FOOD OR PRODUCT SPOILAGE CLAIMS WHETHER OR NOT ON ACCOUNT OF REFRIGERATION 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 MADE AND SHALL VOID ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.IMPROPER USAGE. DUKERS ASSUMES NO LIABILITY FOR PARTS OR LABOR COVERAGE FOR COMPONENT FAILURE OR OTHER DAMAGES RESULTING FROM IMPROPER USAGE OR INSTALLATION OR FAILURE TO CLEAN AND/OR MAINTAIN PRODUCT AS SET FORTH IN THE WARRANTY PACKET PROVIDED WITH THE UNIT.RESIDENTIAL APPLICATIONS: Dukers assumes no liability for parts or labor coverage for component failure or other damages resulting from installation in non-commercial or residential applications.ALTERATION, NEGLECT, ABUSE, MISUSE, ACCIDENT, DAMAGE DURING TRANSIT OR INSTALLATION, FIRE, FLOOD, ACTS OF GOD. Dukers is not responsible for the repair or replacement of any parts that Dukers determines 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. IMPROPER ELECTRICAL CONNECTIONS. DUKERS IS NOT RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF FAILED OR DAMAGED COMPONENTS RESULTING FROM ELECTRICAL POWER FAILURE, THE USE OF EXTENSION CORDS, LOW VOLTAGE, OR VOLTAGE DROPS TO THE UNIT.NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: THERE ARE NO OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, EXCEPT THE THREE (3) YEAR PARTS & LABOR WARRANTY AND THE ADDITIONAL TWO (2) YEAR COMPRESSOR WARRANTY AS DESCRIBED ABOVE. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTY AND MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

OUTSIDE U.S.: This warranty does not apply to, and Dukers is not responsible for, any warranty claims made on products sold or used outside the United States.