

# **THIS WARRANTY REPLACES AND SUPERCEDES ANY AND ALL PREVIOUS WARRANTIES OFFERED BY COOKTEK AND/OR ANY WARRANTIES PROVIDED IN THE ACCOMPANYING PRODUCT MANUAL**

## **Two (2) Year North America Limited Warranty for “Portable” CookTek Products**

### **CookTek Product Models Covered Under this Limited Warranty**

“Portable” CookTek products shall mean all countertop cooktops, FaHeaters, countertop SinAqua waterless food warmer models (countertop), ThermaCube Delivery Systems, and Pizza Delivery Systems.

### **Limited Warranty**

CookTek warrants to you, the purchaser, that under normal use the CookTek Induction System you have purchased (the “Equipment”) will be free from defects in material and workmanship during the Warranty Period, subject to the terms and conditions set forth herein. The “Warranty Period” is twenty-seven (27) months from the date the Equipment is shipped from CookTek’s U.S. factory or distribution center in Carrollton, Texas. This warranty is conditioned upon you promptly notifying CookTek of any claims, as provided in the paragraph entitled “Warranty Claims” below, and providing CookTek with all data and information requested by CookTek in connection with such claims. This warranty is made only to the initial purchaser of the Equipment from CookTek or its authorized dealer; it is not assignable to subsequent purchasers unless CookTek consents to such assignment in writing.

### **Disclaimer of Warranties**

Except as provided in the Limited Warranty above, the Equipment is provided “as-is”. CookTek disclaims all other warranties, express, statutory or implied, including without limitation, the implied warranties of title, non-infringement, merchant- ability and fitness for a particular purpose. CookTek does not warrant that the Equipment will meet your specifications or needs. You acknowledge that you are solely responsible for the selection of the Equipment and determining the suitability of the Equipment for your needs.

### **Warranty Exclusions and Limitations**

**Improper Installation, Operation or Maintenance:** Equipment that is not installed, operated and maintained in accordance with CookTek’s manual (as may be updated by CookTek from time to time, the “Manual”), a copy of which is provided to you with the Equipment or otherwise will be furnished to you upon request, is excluded from this warranty. This warranty does not apply to damage or failure which results, in CookTek’s sole opinion, from failure to provide a suitable installation and operating environment (including power and HVAC) and facilities as prescribed by the Manual, misuse, abuse, accident, neglect, power failure or power surges (over or under voltage), or to damage or failure from flood, fire, lightning or other natural or man-made disasters, or other Acts of God, or to Equipment that has missing or altered serial numbers.

**Modifications and Repair:** Equipment that has been modified or altered by persons other than CookTek or its service agents, or Equipment that has had non-approved devices or connection items attached thereto, is excluded from coverage under this warranty. Repair of the Equipment by anyone other than CookTek or its authorized service agents will void all warranties on the Equipment.

**Accessories:** All accessories and parts (collectively “Accessories”) such as pans, bags, ceramic cooking platters, paddles, approved cleaning chemicals, and other non-electrical devices are warranted against defects in materials and workmanship for a period of 90 days from the date of shipment from CookTek’s factory. Failure of or damage to Equipment or components from the use of non-approved cleaning chemicals, devices or processes is excluded from this warranty.

**Outstanding Invoices:** If the full invoiced amount for the original Equipment purchased or for a non-returned Advance Replacement Unit has not been paid within forty-five (45) days from the invoice date, then CookTek will have no obligation to honor this or any other warranty on the Equipment until payment is received in full, including any accrued interest or other charges, has been satisfied, at which time warranty coverage will be reinstated, but the Warranty Period will not be extended.

### **Advance Replacement Warranty Service, Exclusive Remedy**

CookTek will be solely responsible for determining whether or not the Equipment or any component thereof is Defective. Defective Equipment will be repaired exclusively under CookTek's Advance Replacement Warranty Service. Upon notification of a repair issue, CookTek will send an Advance Replacement Unit to the address provided at its expense. The Advance Replacement unit may be new or refurbished at CookTek's sole discretion. Upon receipt, you must remove and/or uninstall the defective equipment and place the defective equipment in the packaging provided with the Advance Replacement Unit. It is your sole responsibility to pack and return the defective equipment to CookTek using the packaging and shipping label provided. Units that are not returned after 30 days or units that are improperly packaged and damaged shall be charged to the customer at current list price. The Advance Replacement Unit's warranty will continue through the end of your original warranty period. In no case will an Advance Replacement Unit extend the duration of the warranty period. This paragraph states CookTek's sole and exclusive obligation and liability and your sole and exclusive remedy under this warranty. CookTek shall not be responsible for a failure to provide warranty services due to a user's non-compliance with this clause.

### **Warranty Claims**

Claims under this warranty must be reported to CookTek during our normal working hours at 800.90TURBO, or such other reporting service as CookTek may designate. Upon receipt of the claim and related information and preliminary verification that the claim is valid, CookTek will promptly send an Advance Replacement Unit to the requested location within North America.

### **Disclaimer of Damages**

CookTek disclaims all incidental, special and consequential damages, including but not limited to loss of use, lost revenue or profits, or substitute use, suffered by you or any third party, whether arising in contract, tort (including negligence), or otherwise, resulting from any breach by CookTek or its service agents of this warranty, or resulting from the manufacture, use, or defects, of or in the Equipment, even if CookTek was apprised of the possibility of such damages.

### **Customer Indemnity**

You agree to indemnify, defend and hold CookTek harmless from all third party claims, demands, judgments, fees and costs directly or indirectly arising out of or related to your use of the Equipment. You further agree to indemnify and hold CookTek harmless from any incidental, consequential or special damages suffered by you, including lost revenue or profits, loss of use, or substitute use, during periods of Equipment failure or loss of use.

### **Territory**

This warranty is valid in the United States of America, Canada and Puerto Rico.

### **Governing Law, Entire Warranty**

This warranty shall be governed and construed in accordance with the laws of the State of Texas, USA (except with respect to its provisions regarding conflicts of laws). The warranty described herein is the complete and only warranty for Equipment and supersedes all prior oral or written agreements and understandings that may have existed between us relating to Equipment warranties. The terms of this warranty may not be altered, amended or modified except by a signed writing from CookTek. Any purported alteration, amendment or modification by a service agent or anyone else will not be enforceable against CookTek.