

## **Warranty**

### **THREE YEAR PARTS AND LABOR WARRANTY**

This warranty applies to all shipments made from Fogel USA after December 1, 2013

Fogel warrants to the original purchaser of every new Fogel refrigerated unit, the cabinet and all parts thereof, to be free from defects in material workmanship, under normal and proper use and ROUTINE Maintenance as specified by Fogel and upon proper installation and start up by a commercially qualified refrigeration company in accordance with the instruction packet supplied with each Fogel unit. Fogel's obligation under this warranty is limited to a period of (3) years from date of original installation or 39 months after shipment from FOGEL, whichever comes first.

Any parts covered under this warranty that are determined by Fogel to have been defective within three (3) years from date of installation or (39) months after shipment from Fogel, whichever occurs first, is limited to the repair or replacement, including labor charges or defective parts or assemblies as outlined in the labor & parts Warranty Schedule.

Warranty does not cover household use or normal wear & tear items such as gaskets, light bulbs & broken glass. Failure to register the unit will void the warranty. Failure to clean the condenser on a weekly basis will also void the warranty. Warranty does not cover issues caused by improper installation, lack of maintenance or effects of Mother Nature such as floods, lighting storms or other damaging situations..

### **ADDITIONAL TWO YEAR COMPRESSOR WARRANTY**

In addition to the three (3) year warranty above, Fogel warrants its compressors, hermetically & semi-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 five (5) years from date of installation or five (5) years & three (3) months from date of shipment. Compressors found defective during the first fourteen (14) must be returned to the Authorized Refrigeration Supply Company for an exchange. If the compressor is over fourteen (14) months, Fogel "Reserves the Right" to exchange or replace the compressor with a compressor of similar age. After two (2) years, compressor replacements will be prorated based on the remaining age of the compressor. See our Warranty Schedule for full details. The five year warranty only applies to the compressor and no other parts even those related to the compressor. FAILURE to CLEAN the condenser routinely may void this warranty.

### **WARRANTY CLAIMS**

All claims for labor or parts must be made directly with Fogel. All claims MUST include: Model Number, Serial Number, Date of Purchase, Date of Installation, Service Authorization Number, Copy of replacement parts receipts, Service company invoice stating the defect (in accordance with our Warranty schedule), and Picture of the defective compressor. Must be submitted within sixty (60) days of service date.

### **WHAT IS NOT COVERED BY THIS WARRANTY**

Fogel's 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. This is a commercial warranty and does not cover use in a non commercial establishment.

**NON-CONSEQUENTIAL DAMAGES.** Fogel 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, they were caused by refrigeration failure

**WARRANTY IS NOT TRANSFERRABLE.** This warranty is not assignable and applies only in favor of the original purchaser/user to whom the product was 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.** Fogel assumes no liability for parts or labor coverage for component failure or damages resulting from usage, installation or failure to clean and/or maintain as set forth in the warranty packet provided with the unit. Condensing coils **MUST BE CLEANED WEEKLY.**

**ALTERATION, NEGLIGENCE, ABUSE, MISUSE, ACCIDENT, DAMAGE DURING TRANSIT OR INSTALLATION, FIRE, FLOOD, ACTS OF GOD.** Fogel is not responsible for the repair or replacement of any parts Fogel determines have been subjected after date of manufacture to alteration, neglect, abuse, misuse, accident, damage during transit or installation, fire, flood or acts of God.

**IMPROPER ELECTRICAL CONNECTIONS.** Fogel is not responsible for repair or replacement of failed or damaged components resulting from electrical power failure, the use of extension cords, low voltage or voltage drops or spikes 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 and labor and five (5) 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 Fogel is not responsible for, any warranty claims made on products sold or used outside the United States.

**[Technical Service – call at 1-800-344-8222 or email at techservice@fogelusa.com](mailto:techservice@fogelusa.com)**