

# COOKING WARRANTY

Asber warrants its new product(s) to be free from defects in material and workmanship for a period of one (1) year from the original date of installation not to exceed 15 months from date of shipment from our factory. Equipment sold and installed for residential use, or outside the continental US is excluded from this warranty.

This warranty is limited to product(s) sold to the original commercial user. The liability of Asber is limited to, at Asber's option, the repair or replacement of any part (ground shipping only) found by Asber to be warranted herein. Asber shall bear the normal labor charges for repair or replacement to the extent that such repair or replacement is performed within (2) two hours or up to 100 miles total of the office of an authorized service agency, within the continental US and during regular (straight time) hours. Travel outside of the (2) two hours or 100 miles, and any work performed at overtime or weekend rates would be the responsibility of the owner/user. Defective parts must be returned to Asber, freight pre-paid, for Warranty inspection.

Asber assumes no responsibility for any product not installed properly in accordance with the instructions supplied with the equipment by an authorized representative. Any equipment which has been modified by unauthorized personnel or changed from its original design is not covered under this warranty. Furthermore, Asber assumes no obligation for any product which has been subject to misuse, abuse or hard chemicals. Normal maintenance as outlined in the instructions is the responsibility of the owner-user and is not a part of this warranty. Normal parts wear and maintenance is also not covered by this warranty. This warranty is in lieu of any other agreement, expressed or implied, and constitutes the only warranty of Asber with respect to the product. This states the exclusive remedy against Asber relating to the product(s) whether in contract or in tort or under any other legal, theory, and whether arising out of warranties, representations, instruction, installation or defects' from any cause.

Asber shall not be liable whether in contract or in tort or under any other legal theory for loss of revenue or profit, or for any substitute use or performance or for incidental, indirect, special or consequential damages, or for any other loss or cost of similar type.

Proper installation, initial check out, air shutter adjustments, or normal maintenance such as lubrication, adjustment or calibration of controls is the responsibility of the dealer, owner-user or installing contractor and is not covered by this warranty.

Parts warranty cover – Asber warrants all new machine parts produced authorized by Asber to be free from defects in material and workmanship for a period of 90 days from the Warranty Commencement Date. If any defect in material and workmanship is found to exist within the warranty period Asber will replace the defective part without charge. Defective parts become the property of Asber.

## Warranty Exclusions

- Negligence or Acts of God.
- Thermostat calibrations after (30) thirty days from equipment installation due.
- Air and Gas adjustments.
- Adjustments to burner flames and cleaning of pilot burners.
- Failures caused by erratic voltages or gas supplies.
- Unauthorized repair by anyone other than an ASBER Authorized Service Center.
- Damage in shipment.
- Alteration, misuse or improper installation.
- If serial number has been removed or altered.
- Thermostats and safety valves with broken capillary tubes.
- Ordinary wear and tear.

## TERMS & CONDITIONS

**Terms:** All orders are subject to credit approval. All Invoices not paid within the specified terms will be subject to a 1.5% per month delinquency charge. Buyer agrees to pay all costs of collection including such attorney's fees as may be allowed by law.

**Taxes:** This price list does not include any Federal, State, City or Local taxes, which may apply and are subject thereto.

**Shipment:** Requested carrier will be used upon request. Asber has the right to ship via any responsible carrier if requested carrier is unavailable. Shipping charges are payable by consignee and any claims arising as such charges shall be resolved between the carrier and the consignee. Shipping dates are approximates. Asber is not responsible for any delays in deliveries that are beyond our control.

**Damaged Merchandise:** Inspect shipment for any damage, before accepting it. If damaged, open and inspect the contents with the carrier. Any damage should be noted and reported on the delivering carrier's receipts. Asber assumes nor responsibility for damages while in transit.

**Concealed Damage:** If there is concealed damage to the equipment, notify the carrier immediately. Notification should be made verbally as well as in written form. Request an inspection by the shipping company of the damaged equipment. Retain all crating material until inspection has been made.

**Cancellations & Returns:** Cancelled orders and returned merchandise are subject to a 25% restocking and handling charge. Written authorization is required for a return of any equipment. All equipment returned must be in its original factory crate; freight prepaid and must be in the same condition as originally shipped by Asber Returns will only be authorized within 30 days of invoice date.

**Warranty:** Register your product with Asber USA to validate you warranty. Service calls must be made directly through Asber service department. 1-(877)-693-3372 or e-mail [info@asberusa.com](mailto:info@asberusa.com).

\*You may register your product online at ; <http://www.asberusa.com>