

# North America Limited Warranty

## TurboChef El Bandido Rapid Cook Oven – North America

The TurboChef El Bandido rapid cook oven Limited Warranty outlined below is activated upon shipment of your oven. Should you require additional assistance after reviewing the warranty outlined below, please call TurboChef Customer Support at 800.90TURBO.

### Limited Warranty

TurboChef Technologies, Inc. (“TurboChef”) warrants to you, the purchaser, that under normal use the TurboChef El Bandido Rapid Cook Oven 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 twelve (12) months from the date the Equipment is shipped from TurboChef’s U.S. factory or distribution center. This warranty is conditioned upon you promptly notifying TurboChef of any claims, as provided in the paragraph entitled “Warranty Claims” below, and providing TurboChef with all data and information requested by TurboChef or its service agents in connection with such claims as well as all necessary access to your premises and the Equipment. This warranty is made only to the initial purchaser of the Equipment from TurboChef or its authorized dealer; it is not assignable to subsequent purchasers unless TurboChef consents to such assignment in writing.

### Disclaimer of Warranties

Except as provided in the Limited Warranty above, the Equipment is provided “as-is”. TurboChef disclaims all other warranties, express, statutory or implied, including without limitation, the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose. TurboChef 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 TurboChef’s rapid cook oven owner’s manual (as may be updated by TurboChef 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 TurboChef’s or its service agent’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.

**Press Arm and Internal Bearing Assembly:** The press arm and internal bearing assembly is warranted against defects in materials and workmanship for the Warranty Period. The press arm and internal bearing assembly is not warranted against misuse. Bent or broken arm assemblies are excluded from coverage under this warranty.

**Removable Press Assembly:** The removable press assembly is warranted against defects in materials and workmanship for twelve (12) months from the date of shipment from TurboChef’s factory. The removable press assembly coating is warranted against manufacturer defect for one hundred and eighty (180) days from the date of shipment from TurboChef’s factory. The removable press assembly is not eligible for or covered under any other warranties purchased with the Equipment. Failure of or damage to the removable press assembly from the use of caustic cleaning chemicals is excluded from this warranty.

**Modifications and Repair:** Equipment that has been modified or altered by persons other than TurboChef 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 TurboChef or its authorized service agents will void all warranties on the Equipment.

**Accessories:** Accessories and parts (collectively “Accessories”) that are consumed in the normal course of Equipment operation or maintenance are excluded from this warranty. Failure of or damage to Equipment or components from the use of non-approved cleaning chemicals, devices or processes is also excluded from this warranty. Accessories may include, but are not limited to, ceramic cooking platters, paddles and approved cleaning chemicals and devices.

**Outstanding Invoices:** If the full invoiced amount for Equipment purchased has not been paid within forty-five (45) days from the invoice date, then TurboChef 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.

### **Warranty Service, Exclusive Remedy**

TurboChef will be solely responsible for determining whether or not the Equipment or any component thereof is defective. Defective components covered by this warranty will be repaired or replaced at TurboChef's option without charge to you and such repaired or replacement components will be covered by this warranty for the balance of the Warranty Period. Parts used in the repair of defective components and replacement components may be new, recovered or rebuilt. At its sole option, TurboChef may decide to replace defective Equipment covered by this warranty with new, recovered or rebuilt Equipment of equal or greater capability, and such Equipment will be covered by this Limited Warranty for the balance of the Warranty Period. Defective Equipment and components will become the property of TurboChef. This paragraph states TurboChef's sole and exclusive obligation and liability and your sole and exclusive remedy under this warranty. TurboChef shall not be responsible for a failure to provide warranty services due to causes beyond TurboChef's or its service agents' control.

### **Warranty Claims**

Claims under this warranty must be reported to TurboChef during our normal working hours at 800.90TURBO, or such other reporting service as TurboChef may designate. Upon receipt of the claim and related information and preliminary verification that the claim is valid, TurboChef will promptly notify an authorized service agent to contact you and arrange for an on-site repair visit during the service agent's normal working hours. Any costs incurred by TurboChef or its service agent associated with a service agent being refused or unable to gain access to the Equipment on your premises, or a claim not covered by this warranty, will be charged to you.

### **Disclaimer of Damages**

TurboChef 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 TurboChef or its service agents of this warranty, or resulting from the manufacture, use, or defects, of or in the Equipment, even if TurboChef was apprised of the possibility of such damages.

### **Customer Indemnity**

You agree to indemnify, defend and hold TurboChef 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 TurboChef 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 TurboChef. Any purported alteration, amendment or modification by a service agent or anyone else will not be enforceable against TurboChef.

### **Charges for Non-Warranty Service or Rejection of Service Visit**

In the event that repairs, replacement or service are provided by TurboChef's service agents for work not covered by this limited warranty, customer agrees to pay the service agent directly according to the service agent's normal scale of charges. In the event TurboChef is invoiced by the service agent for services not covered under this extended warranty, TurboChef will invoice customer and customer will pay such invoice based on terms of net 10 days. Customer also agrees to pay any cost incurred by TurboChef or its service agent associated with a service agent responding to a call for service, but then being refused or unable to gain access to the Oven on Customer's premises. Failure to submit payment may, at TurboChef's discretion, result in TurboChef voiding the balance of the warranty. In no event will TurboChef authorize service to a store with an outstanding Non-Warranty invoice.