CONVOTHERM
A Welbilt Brand

LIMITED WARRANTY FOR CONVOTHERM 4 AND MINI OVENS -UNITED STATES AND CANADA

LIMITED WARRANTY
Convotherm Elektrogeräte GmbH ("Convotherm") warrants this Combi oven (the "Product") to be free from defects in material and workmanship under normal use and service for a period of two (2) years for parts and labor from the date the Product is installed or thirty (30) months from date of shipment from the manufacturer's U.S. or Canada warehouse to the dealer or end user, whichever comes first (the "Warranty Period").

During the Warranty Period, Convotherm agrees to repair or replace, at its option any part of the Product which proves to be defective due to defects in material or workmanship, provided the Product is unaltered, and has been properly installed, maintained and operated in accordance with the Convotherm Owner's Manual.

During the Warranty Period, Convotherm agrees to pay any factory authorized equipment service agency (within the continental United States and Hawaii or Canada) for reasonable labor required to repair or replace, at Convotherm's option, any part of the Product which proves to be defective due to defects in material or workmanship. This includes travel time not to exceed two hours and mileage not to exceed 50 miles/ 80 km (100 miles / 160 km round-trip) but does not include post start-up tightening of loose fittings, minor adjustments, maintenance, cleaning or descaling.

WHO IS COVERED
This Limited Warranty is available only to the original owner-operator of the Product and is not transferable.

EXCLUSIONS FROM COVERAGE
- Damage resulting because of misuse, improper care or storage, negligence, alteration, accident, use of incompatible supplies or lack of specified maintenance.
- Normal maintenance items, including but not limited to, light bulbs, fuses, gaskets, interior and exterior finishes, de-liming, broken glass, etc.
- Damage caused by improper or erratic voltages.
- Improper or unauthorized repair.
- Damage resulting from transportation and/or improper handling.
- Damage caused by fire, floods, other hazards or acts of God that are beyond the control of Convotherm
- This Limited Warranty does not cover Products installed or used in a residential or non-commercial application.
- Damage resulting from use of non-approved Convotherm parts and/or non-approved Convotherm cleaning solutions.
- Proper installation is the responsibility of the dealer, the owner-user, and/or installing contractor, and installation costs are not covered. Many local codes, including but not limited to building and fire codes exist, and it is the responsibility of the owner and/or installer to comply with these codes. Convotherm equipment is built to comply with applicable standards for manufacturers, including UL, ANSI, NSF, ASME/Ntl., Bd., CSA, and others. IMPROPER INSTALLATION WILL VOID THIS LIMITED WARRANTY.
- Preventive maintenance is the responsibility of the owner-operator-purchaser, maintenance supplies / wear items are not covered. Preventive maintenance records must be available showing maintenance performed according to Convotherm manuals.
- The use of good quality feed-water is the responsibility of the owner–operator. Non-compliance with the water quality guidelines can damage the product / components and will void this Limited Warranty. See owner's manual or the Convotherm filtration selection guideline document for filtration requirements by combi-oven size and type.

REPLACEMENT PARTS
Replacement parts are warranted for 90 days or the balance of the original Limited Warranty, whichever is greater. All replacement parts must be approved Convotherm parts obtained through the Welbilt Authorized Service Network.

LIMITATIONS OF LIABILITY
Except where manufacturer offers and customer purchases an extended warranty on the Product, this Limited Warranty sets forth the sole and exclusive remedy and the full liability of Convotherm for all claims based on failure of, or defect in, Products sold hereunder, whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence), strict liability, implied by statute, common-law or otherwise, THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.

THIS WARRANTY EXPRESSLY EXCLUDES ALL INCIDENTAL, SPECIAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR INCONVENIENCE, RENTAL OR REPLACEMENT EQUIPMENT, LOST PROFITS OR PRODUCT, OR OTHER COMMERCIAL LOSS.

CONVOTHERM DOES NOT WARRANT ANY PRODUCTS OR SERVICES OF OTHERS. With respect to equipment, materials, parts and accessories manufactured by others, Convotherm's sole obligation shall be to use reasonable efforts to obtain the benefit of the manufacturer's warranties. Convotherm shall have no liability, whether in contract, tort, negligence, or otherwise, with respect to non-Convotherm manufactured products.

REMEDIES
The liability of Convotherm for breach of any warranty obligation hereunder is limited to: (i) the repair or replacement of the defective part; or (ii) at Convotherm's option, the replacement of said Product.

WARRANTY CLAIM PROCEDURE
All warranty claims are to be made through a member of the Welbilt Authorized Service Network. Claimant shall be responsible to:
- Immediately advise the Dealer or Convotherm's Authorized Service Agent of the equipment serial number and the nature of the problem.
- Cooperate with the Service Agency so that warranty service may be completed.

GOVERNING LAW
This Limited Warranty shall be governed by the laws of the State of Delaware, USA, excluding its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty.

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