

LIMITED WARRANTY

Garland Canada (GC) warrants this product to be free from defects in material and workmanship for a period of one (1) year from the date the product is installed or twenty-four (24) months from the date of shipment from our facility, **whichever comes first**, and sold within Canada.

During the warranty period, GC shall, at GC's option, repair or replace parts determined by GC to be defective in material or workmanship, and with respect to services, shall re-perform any defective portion of said services. The foregoing shall be the sole obligation of GC under this Limited Warranty with respect to the equipment, products and services. With respect to equipment, materials, parts and Accessories manufactured by others, GC's sole obligation shall be to use reasonable efforts to obtain the full benefit of the manufacturer's warranties. GC shall have no liability, whether in contract, tort, negligence, or otherwise, with respect to non-GC manufactured products.

WHO IS COVERED

This Limited Warranty is available only to the original purchaser of the product and is not transferable.

EXCLUSIONS FROM COVERAGE

- Repair or replacement of parts required because of misuse, improper care or storage, negligence, alteration, accident, use of incompatible supplies or lack of specified maintenance shall be excluded;
- Normal maintenance items, including but not limited to, light bulbs, fuses, gaskets, O-rings, interior and exterior finishes, lubrication, de-liming, broken glass, etc.;
- Failures caused by improper or erratic voltages;
- Improper or unauthorized repair;
- Changes in adjustment and calibration after ninety (90) days from equipment installation date;
- This Limited Warranty will not apply to any parts subject to damage beyond the control of GC, or to equipment which has been subject to alteration, misuse or improper installation, accidents, damage in shipment, fire, floods, power changes, other hazards or acts of God that are beyond the control of GC;
- This Limited Warranty does not apply, and shall not cover any products or equipment manufactured or sold by GC when such products or commercial equipment is installed or used in a residential or non-commercial application. Installations not within the applicable building or fire codes render this Limited Warranty and any responsibility or obligations associated therein null and void. This includes any damage, costs or legal actions resulting from the installation of any GC commercial cooking equipment in a non-commercial application or installation, where the equipment is being used for applications other than those approved for by GC;
- If any product is cleaned without using an approved GC cleaning solution, this Limited Warranty shall be void;
- Removal, alteration or obliteration of the rating plate;
- Consequential damages (the cost of repairing other property which is damaged) loss of time, profits or any other incidental damages of any kind.
- This warranty does not cover the refrigerator drier or the light bulbs used in the unit;

- This warranty is subject to the users normal maintenance and care responsibility as set forth in the Service and Installation Manual, such as cleaning the condenser coil, and is in lieu of all other obligations of GC.

LIMITATIONS OF LIABILITY

The preceding paragraphs set forth the exclusive remedy for all claims based on failure of, or defect in, products or services sold hereunder, whether the failure or defect arises before or during the warranty period, and whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence), strict liability, implied by statute, common-law or otherwise, and GC its servants and agents shall not be liable for any claims for personal injuries, incidental or consequential damages or loss, howsoever caused. Upon the expiration of the warranty period, all such liability shall terminate. **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, GC DOES NOT WARRANT ANY PRODUCTS OR SERVICES OF OTHERS.**

REMEDIES

The liability of GC for breach of any warranty obligation hereunder is limited to: (i) the repair or replacement of the equipment on which the liability is based, or with respect to services, re-performance of the services; or (ii) at GC's option, the refund of the amount paid for said equipment or services. Any breach by GC with respect to any item or unit of equipment or services shall be deemed a breach with respect to that item or unit or service only.

WARRANTY CLAIM PROCEDURE

Customer shall be responsible to:

- Immediately advise the Dealer or GC's Factory Authorized Servicer of the equipment serial number and the nature of the problem. For a list of Factory Authorized Services, please refer to www.garlandcanadaservice.ca;
- Verify that the problem is a factory responsibility. Improper installation or misuse of equipment is not covered under this Limited Warranty;
- Cooperate with the Factory Authorized Servicer so that warranty service may be completed during normal working hours;
- Travel time not to exceed two (2) hours and mileage not to exceed one hundred fifty (150) kilometres. Does not include travel other than overland, overtime, holiday charges and any special arrangement.

GOVERNING LAW

For equipment, products and services sold in Canada this Limited Warranty shall be governed by the laws of the province of Ontario, Canada excluding their 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.

Garland Canada

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