

Limited Product Warranty

Duke HotColdFreeze Holding Unit



Domestic US Only

DUKE MANUFACTURING CO. (referred to herein as Duke) warrants to the original purchaser that its Hot/Cold/Freeze Holding Unit ("DHCF") shall be free from defects in material and workmanship in the domestic United States during the Warranty period specified below.

PRIMARY WARRANTY

2 Year Limited Parts and Labor

ADDITIONAL WARRANTY (FOR REFRIGERATION COMPRESSORS ONLY)

3 Years Limited Parts

The Primary Warranty Period commences on the earlier of the date of installation or six months after the date of shipment from the factory and expires two (2) years after it commences. During the Primary Warranty Period, Duke will bear the labor and parts expense for the entire product. The Additional Warranty Period begins at expiration of the Primary Warranty Period and expires three (3) years thereafter. During the Additional Warranty Period, Duke will bear the cost of replacement compressors, not including labor expenses. All labor and parts expenses after expiration of the Primary Warranty shall be the responsibility of the owner, except for refrigeration compressors. For refrigeration compressors, all labor expenses shall be the responsibility of the owner after expiration of the Primary Warranty, and all parts expenses shall be the responsibility of the owner after expiration of the Additional Warranty (together the Primary and Additional Warranties shall be the "**DHCF Warranty**").

The travel costs and travel time of the DHCF Warranty are limited to round-trip travel, portal to portal, not to exceed either (a) 100 miles round-trip or (b) two hours travel time to DHCFs installed in the 50 states of the United States only. Only Duke Factory Authorized Service Companies or their agents (a "DFASC") may perform DHCF Warranty work. All DHCF Warranty labor must be performed during regular business hours, unless authorized in advance by Duke or authorized and paid by the Purchaser. Overtime premiums, including for work performed outside normal business hours, or on holidays or weekends, will be charged to the party requesting services. Only genuine Duke OEM Parts may be used for Warranty repairs.

The Warranty does not cover repairs to an DHCF which result from: (a) abuse, misuse, handling or exposure to harsh chemicals; (b) flood, fire or other acts of God; (c) the lack of proper cleaning or the lack of performance of routine maintenance activities as set forth in the owner's manual; and (d) failure of an DHCF to be installed in compliance with the installation parameters set forth in the owner's manual. Removal of the identification rating plate voids the Warranty, as does operation at incorrect voltage or unauthorized modifications made to an DHCF by any party. Adjustments, such as leveling, calibration or tightening of fasteners, normally associated with installation of the DHCF and related to plumbing, electrical or gas connections are the responsibility of the installer. Damages incurred or suffered resulting from or in connection with repairs made to an DHCF by any entity not specifically authorized to do so by Duke, are not the responsibility of Duke.

In the event that a DFASC is dispatched to perform Warranty work and Duke determines at the time the work is to be performed, or later, that the work is not covered by the DHCF Warranty, then Duke shall not be responsible for paying the DFASC for such work, and the party that requested the work shall be responsible for payment.

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DUKE MANUFACTURING CO.
2224 North 10th Street
St. Louis, Mo 63102

Toll Free 1-800-735-DUKE (3853)
1-314-231-1130
<http://www.dukemfg.com>