

Limited Warranty

The **DUKE MANUFACTURING CO.** warrants to the purchaser of this product that the same shall be free from defects in material and workmanship for a period of one (1) year. The warranty period commences with the date of installation, or six (6) months from date of shipment from the factory, whichever is sooner. Refrigeration compressors carry an additional four (4) year replacement warranty not to include labor and freight. Duke Manufacturing will bear the labor and parts expense during the warranty period, which applies only to products used within the United States, Canada and Mexico. All labor and parts expense after the expiration of the warranty shall be the responsibility of the end user.

All warranty labor is to be authorized by the factory. Restocking charge of 20% applies to new and unused returned goods. Invoices totaling \$50.00 net or less are nonreturnable. All inquiries concerning this warranty or any return of goods must be directed to DUKE MANUFACTURING CO., 2305 N. Broadway, St. Louis, MO 63102.

Duke Counter Top Warmers (ACTW-I) must be taken to an authorized service provider for ALL warranty services.

The warranty includes travel time to portal, not to exceed 100 miles round trip, or two hours total travel time. The warranty requires that all labor must be performed during regular work hours. Overtime premiums will be charged to the owner. The warranty does not apply to any equipment or component parts which have been subjected to shipping damage, improper voltage, improper installation, alteration, abuse, or misuse. The warranty does not cover routine maintenance activities, any failure that results from lack of, or improper equipment maintenance activities. The warranty does not cover any loss of business profits, any loss of food, or other products, or damage to property due to electrical, gas or mechanical malfunction or to any incidental or consequential damages of Purchaser or any third party. Damage due to floods, fire or other acts of God also are not covered.

DUKE MANUFACTURING CO's, liability hereunder is limited to the purchase price of the goods. Purchaser's sole and exclusive remedy is the repair, replacement, or refund of the purchase price on nonconforming goods or parts.

Duke Manufacturing Co. does not recommend or authorize the use of any product(s) in a non-commercial application, including but not limited to residential use. The use or installation of product(s) in non-commercial applications renders all warranties, express or implied, including the warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE, null and void, including any responsibility for damage, costs and legal actions resulting from the use or installation of product(s) in any non-commercial setting.

To the extent allowed by law any express warranties or any implied warranties or merchantability or fitness are limited to the replacement guarantee above and any other warranty is disclaimed.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Purchaser. This warranty gives the Purchaser specific legal rights. Purchaser may also have other rights, which may vary from state to state.



"Your Solutions Partner"

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