

# COMSTOCK-CASTLE WARRANTY

Comstock-Castle Stove Co. (hereinafter Factory), warrants its new product(s) to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of original installation, not to exceed eighteen (18) months after shipment from Factory or Factory facility. Factory warranty covers the contiguous United States, Alaska and Hawaii for both parts and labor. This warranty is extended to the original commercial user and is not transferable. Initial installation, including calibration, is considered to be a customer responsibility. The initial installation must be accomplished by an authorized service technician or a licensed plumber who is familiar with gas and combustion systems, or this warranty will be considered to be void. **Reasonable service/labor costs, as defined by the factory, will be paid for a period not exceeding 90 days from the date of installation/calibration.** Original parts will be replaced for one year from the date of initial installation, upon return (at customer's expense) of the defective part, at no charge to the customer for the part or outbound shipping. Expenses for shipping of parts requested by 2<sup>nd</sup> day or next day service will be at customer's expense.

## **PROVISIONS:**

- A)** The equipment **must be** properly installed, adjusted, operated and maintained in accordance with national, state and local codes for commercial kitchens and in accordance with the installation instructions provided with this product.
- B)** Proof of installation date must be submitted on the factory supplied Warranty Registration/Installation Checklist prior to work being performed.
- C)** Such repair shall be performed within fifty (50) miles from an office of a **Factory Authorized Service Agency** or sub-agent or any other licensed agent approved in writing by Factory.
- D)** The equipment has not been damaged, altered or misused.
- E)** The warranty serial number plaque affixed to the appliance has not been defaced, obliterated or removed.
- F)** An acceptable report for any claim under this warranty shall be supplied to Factory within thirty (30) days of the work performed.

## **EXCLUSIONS:**

- A)** Factory shall have no obligation as to any product(s) which has been misapplied, mishandled, abused, misused, subjected to harsh chemical action or poor water/gas quality, modified without written approval from the Factory, damaged by flood, fire or other acts of nature.
- B)** Re-calibrations associated with the replacement of a defective part otherwise covered under this warranty for labor will be covered to the extent of one (1) service call (i.e. the call during which the part is replaced).
- C)** Factory assumes no responsibility for travel costs beyond 100 miles round trip, travel other than overland and overtime costs of repair.
- D)** Factory excludes paint and porcelain finish, gasket material, ceramic material from normal coverage.
- E)** Factory liability on a claim of warranty shall not exceed the price of the material and/or service which caused the claim.
- F)** This warranty is limited and is in lieu of all other warranties, expressed or implied. Factory employees or agents shall not be held liable for any claims of personal injury or consequential damage or loss.

## **RETURN:**

Return allowed within 90 days of invoice date, with prior written authorization from the factory, shipped freight prepaid. Equipment must be unused and in packaging acceptable for a damage free return. A 20% restocking charge is assessable.

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