INTERNATIONAL LIMITED * * * Montague * * * warranty

All Montague products are inspected, and tested at the factory. All products are then packed and crated properly for shipment.

Montague warrants to the original purchaser, subject to the exceptions and conditions below, that it will replace that part of any Montague product which proves to be defective in material under <u>ordinary use for the purpose for which it is designed.</u>

The effective parts warranty period shall be limited to one year from the date of installation and no longer than 15 months from the date of shipment. (See exceptions below.)

Parts required for the replacement of defective parts on Montague products must be replaced by the Authorized Agency in your area (Contact your Distributor). If service is required all labor shall be paid by the customer/end user.

Returns: Any defective part subject to a claim under this warranty must be shipped freight prepaid to Montague for warranty examination unless a written agreement has been made and is in effect with Montague regarding returned parts by both parties. (Contact your Distributor.)

It is the responsibility of the customer/end user to maintain the equipment by lubricating and calibrating all necessary parts as required or needed.

EXCEPTIONS TO WARRANTY

This warranty does not apply in the event of the following:

- (1.) The equipment has been improperly installed. Proper installation and start-up is the duty of the installer, distributor or original purchaser, not The Montague Company. Improper installation includes, but is not limited to use of inadequate electrical wiring, undersize gas lines, insufficient gas lines, insufficient or improper voltage or gas pressure and improper ventilation.
- (2.) The equipment is damaged in transit, by accident, flood, fire, act of God, misuse or improper alteration, conversion, or modification.
- (3.) The rating plate has been obliterated or removed from the equipment.
- (4.) Household installation and use. All Montague products are intended for commercial use only.
- (5.) Reasonable maintenance and care of equipment has not been applied.
- (6.) Glass breakage in transit, by accident, flood, fire, act of God, misuse or improper alteration, conversion, or modification.
- (7.) Flame failure devices shall be warranted for a period of 6 months from the date of installation.
- (8.) Under-Fired Broilers- The following parts are warranted for 6 months from the date of installation: Burners, Grates, Radiants, and Grids.
- (9.) Grates- The following parts are warranted for 6 months from the date of installation: Ribbon Grate, and S28 Grates. This warranty does not apply to Ribbon Grates used with 30,000 BTU burners.
- (10.) The warranty does not apply to oven motors if restricted air flow or improper ventilation contributes to the motor failure.
- (11.) Burner gaskets shall be excluded from this warranty.
- (12.) Charcoal Broilers- The following parts are excluded from this warranty and all other implied warranties: Grates, grids

LIMITATION AND APPLICABILITY

Montague's responsibility under this warranty is limited to the replacement and/ or repair of defective parts with respect to claims which are properly presented within the warranty period. THE FOREGOING IS MONTAGUE'S ONLY OBLIGATION AND BUYER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY. No other warranties, oral or written, are authorized on behalf of The Montague Company to a purchaser of Montague products.

In the event of any conflict in the terms of this warranty and any other writing relevant to such sale, this warranty provision shall be controlling. The warranty is sole and exclusive provision for liability on the part of The Montague Company to a purchaser of Montague products.

The Montague Company does not assume any responsibility for any charges, including labor, not expressly authorized by it incidental to the repair or replacement of parts covered by the warranty. In no event shall Montague be liable for incidental or consequential damages, including, without limitation, lost profits or claims against the purchaser by any other party.

The warranty as stated above applies to equipment installed outside the Continental United States, Alaska, Hawaii, and Canada. All costs to perform repairs are the responsibility of the purchaser.



THE MONTAGUE COMPANY 1830 Stearman Avenue, P.O. Box 4954 Hayward, California 94540-4954 800-345-1830 Fax: 510-785-3342 www.montaguecompany.com

6472-6 9-02