



WARRANTY

BRIKA warrants to the original purchaser of new equipment that said equipment, when installed in accordance with our instructions within Canada and subjected to normal use, is free from defects in material or workmanship for a period of 1 year. The labour warranty is one year from original installation or 18 months from actual factory shipment date, whichever date occurs first. Warranty includes onsite service calls within 30 kilometres of an authorized service company. End user is responsible for all extra travel and mileage at prevailing rates. Parts wear is not considered a defect. Cast-iron parts are warranted for 90 days. Fryers: one year parts and labour. Limited warranty on the stainless steel fry tank: 5 years prorated.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, BRIKA EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR EXPRESSED OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

Brika's obligation and liability under this warranty is expressly limited to repairing and replacing equipment which proves to be defective in material or workmanship within the applicable warranty period.

All repairs pursuant to this warranty will be performed by an Authorized Designated BRIKA Service Agent during normal working hours. This warranty does not cover services performed at overtime or premium labour rates. The end user is responsible for the difference between normal service rates and premium service rates.

IN NO EVENT SHALL BRIKA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE BUYER OR ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, LOSS OF PROPERTY, PERSONAL INJURY, LOSS OF BUSINESS OR PROFITS OR OTHER ECONOMIC LOSSES, OR STATUTORY OR EXEMPLARY DAMAGES WHETHER IN NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR OTHERWISE.

This warranty is given only to the first purchaser from a retail dealer. No warranty is given to subsequent transferees.

Warranty does not cover product failures caused by failure to maintain, neglect, abuse, damage due to excess water, fire, normal wear, improper installation and use. Periodic maintenance is not covered.

This warranty is not in force until such time as a properly completed and signed installation/warranty registration or an online registration form has been received by BRIKA within 30 days from the date of the installation.

Proof of purchase is required to extend warranty more than 1 year from the date of shipment from the factory.

THE FOREGOING WARRANTY PROVISIONS ARE A COMPLETE AND EXCLUSIVE STATEMENT BETWEEN THE BUYER AND SELLER. BRIKA NEITHER ASSUMES NOR AUTHORIZES ANY PERSONS TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SAID EQUIPMENT.

Example of items not covered under warranty, but not limited to just these items:

1. Acts of God, fire, water damage, burglary, accident, theft
2. Freight damage
3. Improper installation or alteration of equipment
4. Use of generic or aftermarket parts
5. Repairs made by anyone other than a BRIKA designated servicer
6. Lubrication.
7. Expendable wear parts, adjustable feet, blown fuses, lamps, etc.
8. Cleaning of equipment
9. Misuse or abuse
10. Missing or altered serial name plates on the unit

LIMITED ORIGINAL COMMERCIAL EQUIPMENT WARRANTY FOR THE GAS FRYERS

BRIKA warrants the gas fryer to be free of defects in materials and workmanship for a period of 1 year from the date of the original installation.

Fry Tanks:

If the tank is found to be leaking within the first year of operation from the date of the installation, and verified by an authorized service agency, the entire fryer will be replaced. The replacement fryer will be warranted for the remainder of the original warranty. Original purchased replacement parts manufactured by BRIKA will be warranted for 90 days from the parts invoice date. This warranty is for parts cost only, and does not include freight or labour charges. Exceptions are stainless steel fryer tanks which will be warranted as stated below.

This states the exclusive remedy against BRIKA relating to the product(s), whether in contract or in tort or under any other legal theory, and whether arising out of warranties, representations, instructions, installations or defects from any cause. BRIKA shall not be liable, under any legal theory, for loss of use, revenue or profit, or for substituted use or performance, or for incidental, indirect, or special or consequential damages or for any other loss of cost of similar type.