



USA & Canada Sales Conditions and Limited Warranty

Hot Rocks Ovens inc. warrants to the original owner that this equipment is to be free from material or manufacturing defect under normal use for a period of (5) five year on parts and (1) one year on labor from the date of the original installation at the end user location. All warranty service must be performed by a Hot Rocks Ovens pre-approved service company.

Warranty call procedures:

Business hours are from 8h30 am to 5pm (Eastern Time): (please note our office close at 4pm on Friday)

Please call our office and ask for the service department (1-855-395-5252 or service@hotrocksoven.com). The service department will issue a work order number and will then contact one of our pre-approved service company.

Outside Business hours and holidays:

Please call the factory (1-855-395-5252). You will be redirected to a service company of your region or to our 24/7 technical support.

Customer's responsibilities:

- The customer must inspect the equipment and crates when they are delivered.
- Damage during transportation must be reported directly to the freight company and to Hot Rocks Ovens.
- The original owner must be present on site during installation day. Any damage to the oven during installation must be reported to Hot Rocks Ovens in a timely manner. Damages during installation will be claimed to the installation company. Hot Rocks Ovens has no obligation to cover those damages.
- When the installation of the Hot Rocks Ovens equipment is made by an authorized dealer or any other person than one of Hot Rocks Ovens employees, even in the presence of a Hot Rocks Ovens supervisor, the dealer or person installing shall be the only person responsible of any faulty installation of the equipment, no warranty being given by Hot Rocks Ovens on an installation performed by any person other than one of Hot Rocks Ovens' own employees. No labor warranty applies in such cases.
- All necessary utilities must be installed in respect of the local building code by a licensed contractor and ready at start up.

Warranty conditions and Limitations of Liability:

This warranty is valid only upon the following terms:

- All installations must be made by Hot Rocks Ovens' authorized service technicians and in accordance with the instructions supplied with the unit. The customer must give proof of the installation and the initial start-up
- Terms of payment have been met.
- The equipment has not been accidentally or intentionally damaged, altered, misused or abused.
- Warranty coverage is at the sole discretion and is the exclusive right of Hot Rocks Ovens.
- Warranty replacement parts will be sent out under the authority of Hot Rocks Ovens, prepaid freight, expedited in the most rapid manner possible. It is the responsibility of the customer to return all defective parts as requested by Hot Rocks Ovens, prepaid freight, for proper warranty credit to be issued.
- Installations not within the applicable building or fire codes render this Limited Warranty and any responsibility or obligations associated therein null and void.
- Hot Rocks maintains the right to not apply the warranty if proper maintenance has not been performed on the oven and might require proof of maintenance (parts and/or labor invoices).
- Warranty is not transferable.

In the event of a warranty claim, the sole obligation of Hot Rocks Ovens shall be to repair and / or replace equipment or equipment components, at their own discretion. Such repair or replacement shall be at the expense of Hot Rocks Ovens with the exception of travel over 160 miles or two hours, overtime and holiday charges which shall be at the customer's expense. Any repairs or replacement of parts or equipment, under this warranty will be covered for the remaining period of the warranty or 90 days, whichever is the longest.

Hot Rocks Ovens liability on any claim of any kind, including claims based on warranty, expressed or implied, contract, negligence, strict liability or any other theories shall be solely and exclusively the repair or replacement of the product as stated herein, and such



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liability shall not include, and purchaser specifically renounces any rights to recover, special, incidental, consequential or other damages of any kind whatsoever, including, but not limited to, injuries to persons or damage to property, loss of profits or anticipated profits, or loss of use of the product.

Damages are limited to the original purchase price of the equipment.

Exclusions:

Warranty does not apply in the following cases:

- Any damage incurred during shipping.
- Usage of any high pressure cleaning equipment will void this warranty.
- Air and gas burner adjustments.
- Fuse replacement.
- Retightening of screws and fasteners;
- Normal cleaning and maintenance functions: including lubrication or greasing.
- Parts that would normally wear or need replacement under normal use (example: light bulbs, fuses, interior and exterior finishes, granite stone, wire mesh belts and filters).
- Damages incurred through an Act of God.
- In the event that:
 - There is failure or malfunction of the equipment or any components caused by abnormal or improper use of said equipment or if the failure is otherwise not attributable to a material or manufacture defect.
 - Any failure caused by improper use.
 - The equipment has been altered from its original factory condition.
 - The rating plate has been removed, altered or obliterated.
 - The equipment has been improperly maintained. Proper maintenance is the responsibility of the customer.
 - Any parts that become defective because of utilities services including, but not limited to power surges, out of range voltage, out of range gas pressure, contaminated fuel, improper utility connections, improper ventilation / makeup air.

This warranty shall not apply if the equipment or any part is damaged as a result of accident, casualty, alteration, misuse, abuse, improper cleaning, improper installation, improper operation including, but not limited to improper oven loading, natural or manmade disasters. In no event shall Hot Rocks Ovens be held liable for direct, incidental or consequential damages arising out of or resulting from the operation of this equipment.

Hot Rocks Ovens assumes no liability for any contingent or consequential damages incurred by the customer, including but not limited to down time, loss of business, damage or product loss.

In the event that the customer denies access to an authorized technician, whom has been scheduled to make a service call, upon their arrival, the customer releases Hot Rocks Ovens from of any and all warranted obligations and all expenses incurred from that date forward are the sole responsibility of the customer.

Note: Oven facades, windows, light bulbs, granite or baking stones are not covered under this warranty.

In case of any litigation or claim whatsoever regarding this Limited Warranty, the only competent courts shall be the ones of the judicial district of Drummondville, province of Quebec, Canada. This Limited Warranty and all sales agreements for the equipment shall be construed, interpreted and executed in accordance with the laws in force in the province of Quebec, Canada.

Contact information:

Telephone: 819-395-5151
Toll Free: 1-855-395-5252
Fax: 819-395-5343
Email: info@hotrocksoven.com