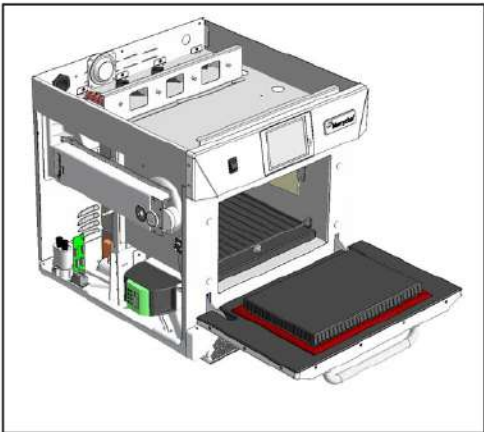


# MERRYCHEF®

## Merrychef Warranty Policies and Procedures



Expanding your opportunities

[www.merrychef.com](http://www.merrychef.com)

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## **LIMITED WARRANTY FOR COMMERCIAL PRODUCTS**

### **LIMITED WARRANTY**

Merrychef, (“Merrychef”) warrants this product to be free from defects in material and workmanship for a period of one (1) year from the date the product is installed or eighteen months (18) months from the date of shipment from our facility, whichever comes first. Warranty period will automatically start six (6) months from the date of shipment from our facility even if the product has not yet been installed. Therefore, to clarify, warranty will end eighteen (18) months from shipment from our facility.

#### **Example**

Ship date	Install date	Warranty end date
01/01/2023	31/08/2023	30/06/2024
01/01/2023	01/02/2023	31/01/2024
01/01/2023	01/01/2024	30/06/2024

During the warranty period, Merrychef® shall, at Merrychef’s option, repair or replace parts determined by Merrychef® to be defective in material or workmanship, and with respect to services, shall re-perform any defective portion of said services. The foregoing shall be the sole obligation of Merrychef® under this Limited Warranty with respect to the equipment, products and services. With respect to equipment, materials, parts and accessories manufactured by others, Merrychef® sole obligation shall be to use reasonable efforts to obtain the full benefit of the manufacturer’s warranties. Merrychef® shall have no liability, whether in contract, tort, negligence, or otherwise, with respect to non-Merrychef manufactured products.

### **WHO IS COVERED**

This Limited Warranty is available only to the original purchaser of the product and is not transferable.

### **EXCLUSIONS FROM COVERAGE**

1. Repair or replacement of parts required because of misuse, improper care and cleaning or storage, negligence, alteration, accident, use of incompatible supplies or lack of specified maintenance shall be excluded
2. Normal maintenance items, including but not limited to accessories, light bulbs, fuses, gaskets, door seals, O-rings, air filters, interior and exterior finishes, lubrication, de-liming, de-laminating or peeling of top impinger plates (due to harsh cleaning) broken glass, etc.
3. Failures caused by erratic voltages
4. Improper or unauthorized repair
5. Changes in adjustment and calibration after ninety (90) days from equipment installation date
6. This Limited Warranty will not apply to any parts subject to damage beyond the control of Merrychef, or to equipment which has been subject to alteration, misuse or improper installation, accidents, damage in shipment, fire, floods, power changes, other hazards or acts of God that are beyond the control of Merrychef®.
7. This Limited Warranty does not apply and shall not cover any products or equipment manufactured or sold by Merrychef® when such products or commercial equipment is installed or used in a residential or non-commercial application. Installations not within the applicable building or fire codes render this

Limited Warranty and any responsibility or obligations associated therein null and void. This includes any damage, costs or legal actions resulting from the installation of any Merrychef® commercial cooking equipment in a non-commercial application or installation, where the equipment is being used for applications other than those approved for by Merrychef®.

8. **If any product is cleaned without using an approved Merrychef® cleaning solution, this Limited Warranty shall be voided.**

### **WARRANTY CLAIM PROCEDURE**

Customer shall be responsible to:

- Immediately advise the Dealer or Merrychef® Authorized Service Agent, of the equipment model and serial number and advise the nature of the problem
- Claims need to be made within the guidelines of your agreement with Welbilt. With a maximum of 60 calendar days of the repair if not included in your agreement. Claims submitted outside of this time will not be considered.
- Verify the problem is a factory responsibility. Improper installation or misuse of equipment, are not covered under this Limited Warranty
- Co-operate with the Service Agency so that warranty service may be completed during normal working hours
- If travel is permitted pay claimed travel up to 2 hours
- Up to 100 miles(160km) is authorized, no additional adjustments will be considered
- **All works are to be carried out by an approved Merrychef® trained technician**

### **GOVERNING LAW**

For equipment, products and services sold with this Limited Warranty shall be governed by the laws of the United Nations Convention on Contracts for the International Sale of Goods is hereby applicable to this Limited Warranty.

Merrychef®  
Ashbourne House  
The Guildway  
Old Portsmouth Road  
Guildford  
GU3 1LR  
United Kingdom

## **EXTENDED WARRANTY FOR COMMERCIAL PRODUCTS WITH KEY ACCOUNT CUSTOMERS**

### **EXTENDED LIMITED WARRANTY**

Merrychef® (“Merrychef”) has established several different warranty periods for key account customers with multiple outlets. These warranties are subject to the same terms and conditions as the standard limited warranty but are extended for a longer period.

If you are unsure what warranty coverage applies to a product, please see the section titled: Who to contact and how to determine warranty status.

### **1 YEAR PARTS ONLY WARRANTY FOR COMMERCIAL PRODUCTS**


1. OEM replacement parts will be warranted against defects for a period of 1 Year – excluding labour, freight, and taxes. **1 Year warranty is only applicable for parts fitted from 1<sup>st</sup> January 2023**
2. This warranty begins from the date the FAS (Factory Authorised Service) sells the part
3. The part must be fitted by an approved Merrychef® trained technician
4. Any part replaced under the 1 year spares warranty will only be warranted for the remainder of the original part warranty.
5. This warranty does not include misuse, abuse, mishandling or failure due to incorrect installation
6. To submit 1 year part only warranty, the FAS must invoice the factory in the same manner as an equipment warranty claim noting that the original and replacement invoice numbers are required.
7. The FAS must also provide the following information with the invoice:
  - a. Model number of units needing replacement part.
  - b. Serial number of units needing replacement part.
  - c. Copy of the work order where original part was installed.
  - d. Copy of the work order noting the installation of the replacement part.
8. If a failed part is listed in the mandatory return list, it must be returned to Merrychef with a valid RMA.
9. If it is not listed, FAS’s are required to hold the part for 90 days after the claim is submitted to Merrychef.
10. An RMA must be obtained before returning any parts.
11. Credit will be issued only after the parts have been inspected and the failure verified by the Merrychef® Quality Assurance Department, and if necessary, the original part manufacturer. Allow 4 to 6 weeks to complete this process. Additional time may be required if parts must be sent to the part manufacturer for testing.
12. Only applicable to parts sold within the FAS’s contracted territory.
13. The purchase price of the spare part (not listed) is up to a 10% handling charge will be accepted or otherwise stated in your contract

## **CUSTOMERS WARRANTY PROCEDURES AND SUBMITTAL**

1. Service Company Completes Service Work
2. Submit Claim w/ Invoice
3. Claim Adjudicated by Tech Support
4. Claim Processed for Payment by Claims Processor

### **How to Register Equipment**

Prior to submitting claims, the equipment should be registered via the online equipment registration form located by selecting this link [Product Registration](#)



### Product Information

Registration Date 01/22/2020		
*Serial Number <input type="text"/>	<input checked="" type="checkbox"/> Non-Serialized Item	*Model/Item Number <input type="text"/>
*Brand <input type="text"/>		Item Description <input type="text"/>
*Install Date <input type="text" value="Select Date"/>		*Purchase Date <input type="text" value="Select Date"/>
Original Install Date <input type="text"/>		Original Purchase Date <input type="text"/>
<input checked="" type="checkbox"/> Parent Equipment Serial <input type="text"/>		Parent Equipment Model/Item Number <input type="text"/>
Parent Equipment Brand <input type="text"/>		Parent Equipment Description <input type="text"/>

Add

## **How to Submit Claims**

All Merrychef® claims are to be submitted through the KitchenCare® Claims Processing System (CPS)  
You must be issued a username and password before you can access the system. Please, email [kc-fsg-administration@welbilt.com](mailto:kc-fsg-administration@welbilt.com) to request access.

Once a user has been granted access to the system, the user will have the ability to log in into the Community web site.

## **Instructions**

- To access the CPS click <https://www.merrychef.com/Service#Claims-Processing-System>
- Instructions for using the CPS system are available within the system for registered users.

Standard Warranty Terms

### **Claims Processing System (CPS)**

*NOTE: The CPS is used only for claim submission for service work already performed by an authorized servicer, not for requesting service on Welbilt equipment. If you need to request service please contact the local Welbilt authorized servicer or distributor.*

To access the CPS click [here](#).

You must be issued a username and password before you can access the system. Please, email [kc-fsg-administration@welbilt.com](mailto:kc-fsg-administration@welbilt.com) to request access and include the brand(s) for which you need to submit a claim.

### **Instructions**

Instructions for using CPS system are available within the system for registered users.

### **Frequently Asked Question**

Refer to [FAQ's](#) to view a few questions that we receive regularly from some of our users.

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## **Types of claims**

The following types of claims are submitted through the CPS:

<b><u>Claim Type</u></b>	<b><u>Definition</u></b>
STANDARD	Parts and/or Labour
REPLACEMENT PART	Replacement part warranty
INSTALLATION	Installation
START-UP	Equipment start-up
CAMPAIGN/RE-WORK	Rework, Retrofit, Upgrades
EXTENDED WARRANTY	Outside of standard warranty term
SPECIAL SERVICES	PM, Field Test
OTHER	Does not fit any other category i.e., concession

## **Late claim submittal**

- Claims need to be made within the guidelines of your agreement with Welbilt. With a maximum of 60 calendar days of the repair if not included in your agreement. Claims submitted outside of this time will not be considered.

### **Who to contact and how to determine warranty status**

Questions regarding claims processing can be directed to Merrychef® Technical Support located in the United Kingdom For direct questions regarding the status of your claim, please direct inquiries to your local Welbilt Hub, or contact Welbilt KitchenCare®

### **Serial number breakdown**

As previously stated in the warranty statement the warranty period starts upon equipment install or ship date from the facility. If the warranty period is unknown for a unit, the production date can be used to provide guidance of the warranty start date by deciphering the serial number of the unit. The serial number breakdown is as follows:

Example: 2001213090087 production date

20	01	2130	90087
Production Year	Production Month	Sheffield Factory	Sequential number

In the example above, Merrychef®, warrants this product to be free from defects in material and workmanship for a period of one (1) year from the date the product is installed or eighteen months (18) months from the date of shipment from our facility, whichever comes first.

Please, ensure the unit is registered at the time of install to avoid discrepancies about the warranty period.

### **Mandatory parts return**

**Parts to be held for no more than 90 days, if requested, the following parts are to be returned for inspection Warranty claims will not be paid unless the following parts are returned:**

<b><u>Description</u></b>	<b><u>Part Numbers</u></b>
Touch screen	P30Z5009
Smart Relay Board	P30Z5021
Common Controller UI Kit	8060757-05/P30Z5049
Control IO Assembly	P30Z5048/P30Z5055
Over Temperature Stat	PSR153
Door Interlock Assembly	PSR155
Air Filter Switch	30Z1626
Upper Impinger Plate	PSY331

**Parts are to be returned to the following address:**

### **FAO: Quality Department**

Welbilt® Ltd UK  
Provincial Park  
Nether Lane  
Sheffield  
S35 9ZX



## Standard Repair Times

### MAXIMUM ALLOWED TIMES TO REPLACE THE MOST COMMON COMPONENTS

Either submit the correct mileage to and from the destination up to a maximum of 100 miles(160Kilometers) or 1 x agreed call out fee as set out in the guidelines within your contract.

Special circumstances must be made clear, authorised and approval by a Merrychef® or KitchenCare® Technical Manager with their name in the comments, with a full explanation as to why. for example – goodwill. A full technical report detailing the issues and resolutions to be submitted/attached with each warranty claim.

Merrychef® will only pay warranty claims for these times that are deemed fair and reasonable for a competent technician to complete the task within the time allowed.

NOTE: Merrychef® maintains a standard labour time allowance chart which our FAS's are expected to comply with. This standard applies to both warranty and out-of-warranty service and is available to our customers.

Fault Description	Nearest 0.5 hours (Include Diagnostics & Repair Check)						
	e1s	e2s	e3	e4 & e4s	e5	x12	x16
Overheat reset and Re-Commission Check	1	1	1	1	1	1	1
Impinger Plate	1	1	1	1	1	1	0
Installation and Commissioning	1	1	1	1	1	1	1
Overheat Stat Replacement	1	1	1	1	1	1	1
Thermocouple ahnd Hi-Limit Replacement	1	1	1	1	1	1	1
Micro Switch Adjustment	1	1	1	1	1	1	1
Micro switch and fuse Replacement	1	1	1	1	1	1	1
Stirrer glass Replacement	0	0	1	1	1	0	1
Magnetron Cavity Stat Replacement (Singular Component)	1	1	1	1	1	1	1
Magnetron Replacement (Singular Component)	1	1	1	1	1	1	1
HV Transformer (Singular Component)	1	1	1	1	1	1	1
HV Diode Replacement (Singular Component)	1	1	1	1	1	1	1
HV Capacitor Replacement (Singular Component)	1	1	1	1	1	1	1
Stirrer Motor Replacement (Singular Component)	1	1	1	1	1	1	1
SRB Board Replacement & Run Recommissioning Check	2	2	2	2	2	2	2
Touchscreen and Overlay Replacement	1	1	1	1	1	1	1
Turntable motor replacement e3 only	0	0	1	0	0	0	0
Door Seal Replacement (The Gasket Is Not Covered Under Warranty, guidelines only)	1	1	1	1	1	1	1
Door hinge replacement & door adjustment procedures	2	2	3	3	3	2	2
Convection motor replacement & Run Recommission Check	3	3	3	3	3	3	3
Heating element and hot box removal & Run Recommission Check	3	3	3	3	3	3	3
Maximum allowable time for any call with 3 or more parts fitted.	4	4	4	4	4	4	4

### **Firmware Version**

Merrychef® always strives to improve our products based on customer feedback and data.

To enable Merrychef to better understand the faults and technical issues incurred, it would help as part of the warranty claim process that the firmware version that the oven is running on is recorded as part of the claim process.

This information will help us to review trends and resolutions to problems and enable us to develop the firmware or recommend actions to take.

We therefore would request as part of your standard field reporting and then subsequent warranty claim submissions that the technicians record and report the firmware versions when undertaking a service visit on Merrychef ovens in the field.

The CPS claims system will be updated with new field and a drop list of firmware versions available for either the eikon or conneX range of ovens.

## **WHAT THE WARRANTY DOES NOT COVER**

1. Damage due to misuse, abuse, lack of cleaning and alteration or accident.
2. Improper or unauthorized repair
3. Failure to follow installation procedures, operation instructions and/or scheduled maintenance procedures as prescribed in the Merrychef Service and Owner's Manuals
4. Damage in shipment
5. Equipment which has had the data plate removed, altered, or destroyed.
6. Changes in adjustment and calibrations (*after ninety days from equipment installation*)
7. Normal maintenance items; i.e., interior and exterior finishes, and abuse to power cord, door seal
8. Ovens that have not been cleaned daily as described in the unit's user-care and cleaning manuals
9. All Accessories including cook plates
10. Damages (the cost of repairing other property, which is damaged), loss of time, profits, use, or any other incidental damages of any kind.
11. Toll Fees
12. Any onsite waiting times due to restricted areas.
13. Damages due to incorrect installation in any type of mobile kitchen will not be covered under warranty
14. Issues or damage resulting from incorrect supply voltage
15. Use of non-OEM parts
16. Overtime rates
17. Return visits due to incorrect parts being shipped
18. Returned
19. All legacy series ovens are no longer supported by Merrychef®(400;500;MD;TA;e2 and e6 Models)

## **LIMITATIONS OF LIABILITY**

The preceding paragraphs set forth the exclusive remedy for all claims based on failure of, or defect in, products or services sold hereunder, whether the failure or defect arises before or during the warranty period, and whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence), strict liability, implied by statute, common-law or otherwise, and Merrychef its servants and agents shall not be liable for any claims for personal injuries or consequential damages or loss, howsoever caused. Upon the expiration of the warranty period, all such liability shall terminate. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LEIU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY; MERRYCHEF DOES NOT WARRANT ANY PRODUCTS OR SERVICES OF OTHERS.

1. Welbilt UK Ltd. (We, Our, Us) warrants the Product (excluding consumables and accessories such as, but not limited to, air filters, jet plates, bulbs, door seals, trays, racks or handles) to be in good working order during the warranty period. The warranty period commences on the date of the final invoice for the product or the date of registration of the warranty (online at [www.merrychef.com/service](http://www.merrychef.com/service)) or the date of commissioning where said commissioning is performed by a Welbilt engineer or Authorised Service

Provider (ASP) representative and said commissioning takes place within 3 months of the delivery of the product.

2. In the event that the Product is not in good working order Welbilt UK Ltd. will provide, during the warranty period, a free service. The warranty is subject to proof of purchase being provided; therefore, you should retain your original invoice. The standard warranty period is 1 year parts only for all microwave and microwave-combination ovens.
3. The service consists of (at Welbilt UK Ltd. 's discretion) either repair or replacement Products that will be provided on an exchange basis and will either be new, equivalent to new or re-conditioned. All replaced spare parts and products shall become the property of Welbilt UK Ltd.
4. Merrychef®. or an ASP will provide service on an "on site" basis. Where We provide service "on site" an engineer will visit the location address you have given Us. An order number will normally be required prior to the engineer attending the site. The customer remains responsible for all associated costs of attendance in the event that the product or any repairs required are not covered under the warranty policy or no fault is found with the equipment.
5. You must keep your Welbilt UK Ltd. product serviced and repaired, by a Welbilt engineer or a suitably trained and approved service representative in accordance with the appropriate Welbilt UK Ltd. service schedule and intervals. See user manual for more details. You should retain all original servicing receipts and invoices for inspection.
6. You must inform Us in writing if you change your address.
7. Welbilt UK Ltd.'s only obligation under this warranty is the provision of the service as set out above.
8. Merrychef®. or an ASP will carry out the service detailed above during office hours only. Where the service is available, a labour premium will be charged for any Services provided on site: (a) on a bank or public holiday; (b) on a Saturday or Sunday; (c) before 8am or after 6pm Monday to Friday.
9. Unless agreed in writing, the Warranty will not apply:
  - 9.1. If you have not used, stored or handled the Product properly; or because you are in breach of the terms of this warranty or the Contract terms, or have not followed Our instructions in the user manuals, or because of damage or defect due to willful neglect or negligence by anyone other than Us
  - 9.2. to loss of quality, degradation of performance or actual damage that results from the use of spare parts or other replaceable items that are neither supplied nor recommended by Welbilt UK Ltd.
  - 9.3. to a loss of quality, degradation of performance or damage that results from the installation of, damage to, or modification to the Product and/or Software by someone else other than Our representatives or because of damage that results from changes required by you or a Third Party
  - 9.4. to damage that results from your connection of other fittings or accessories to the Product which We have not approved or your connection of other equipment or software not approved by Us
  - 9.5. because of external causes outside Our control which shall include accident, fire, disaster or burglary
  - 9.6. because of faults caused by shock or fall, sand, dust or dirt ingress due to inadequate filtration protection, chemical attack due to the use of caustic cleaning solutions, damp or premature corrosion, power interruptions or surges, incorrectly supplied voltages and frequencies, repair or attempted repair by unauthorized personnel
  - 9.7. because of any malfunction or specific requirement of any other item of hardware, or software which you have linked to the Product in respect of items not included in the Contract
  - 9.8. to correct errors in any non- Welbilt UK Ltd. proprietary software or because settings have been changed, lost or corrupted

- 9.9. because you have not installed or permitted any mandatory upgrades or complied with any compulsory product recalls.
10. You shall endeavour to take all reasonable precautions to safeguard your assets and property (including all software and data) and to provide the Welbilt engineer or ASP reasonable access to the equipment so that the proper provision of the service by Welbilt UK Ltd. under this warranty will not directly or indirectly damage your property or otherwise cause you direct or indirect damage or loss and Welbilt UK Ltd. will not be responsible for
  - 10.1. checking as to the likelihood of such damage or loss occurring prior to providing or during provision of the service under this warranty
  - 10.2. any such damage or loss that may occur.
11. Merrychef® arrangements for providing service provided under this warranty may include the use of sub-contractors.
12. No warranty is given by the Company in respect of all ancillary components and equipment forming part of or supplied in addition to the Products which are not manufactured by the Company and the Customer must rely on the warranty given by the manufacturer thereof.
13. Nothing in this warranty shall have the effect of restricting or excluding the liability of Welbilt UK Ltd. in respect of:
  - 13.1. death and personal injury caused by the negligence of Merrychef®. or for fraud
  - 13.2. under the Consumer Protection Act 1987 to a person who has suffered damage caused by a defective product or to a dependent or relative of such a person
  - 13.3. direct damage to your property caused by the proven negligence of Welbilt UK Ltd.
14. As far as the law allows, We will not be responsible for the following:
  - 14.1. loss of income, profits (actual or anticipated), contracts or for any other business-related loss
  - 14.2. indirect or consequential loss or damage howsoever caused
  - 14.3. compensation for loss of product
15. This warranty is offered subject to these terms and conditions which may change from time to time.
16. You can find the latest version on Our website [www.merrychef.com](http://www.merrychef.com) or by contacting Us directly at the address given in this statement.
17. Merrychef® may disclose your details and other personal information to other companies within the Welbilt group including any subsidiary company or subcontractor of Welbilt UK Ltd. for the purposes of performing Our obligations hereunder.
18. These conditions shall in all respect be governed and construed in accordance with English Law and subject to the exclusive jurisdiction of the English Courts.

### **Extended Warranty (where applicable)**

Where service is taken out as an extension to Our standard warranty (“Service Contract”), Service Contract charges will not be refunded should you cancel the Service Contract.

### **REMEDIES**

The liability of Merrychef® for breach of any warranty obligation hereunder is limited to:

- (i) the repair or replacement of the equipment on which the liability is based, or with respect to services, re-performance of the services; or
- (ii) at Merrychef® option, the refund of the amount paid for said equipment or services.

Any breach by Merrychef with respect to any item or unit of equipment or services shall be deemed a breach with respect to that item or unit or service only.