



## **Manufacturer's Warranty**

(Soft Serve Equipment, Batch Freezers, Whipped Cream Equipment, Pastomasters, and Pastochef)

Except as otherwise herein provided, and subject to the conditions hereof, H.C. Duke & Son, LLC, a Delaware Limited Liability Company, DBA Carpigiani Corporation of America, (hereafter referred to as Carpigiani) warrants to the Original Purchaser-User that the products listed above shall be free from defects in materials and workmanship for the periods set out below, which periods shall be measured from the date of installation. This warranty is applicable only when installation, service or repairs are performed by service representatives specifically authorized or approved by Carpigiani. "Original Purchaser-User" shall mean only the person, association or corporation for whom the applicable unit of equipment is originally purchased and installed. This warranty is not applicable to o-rings, rubber valves/seals, drive belts, scraper blades or other similar components subject to replacement through routine maintenance.

### **One Year Limited Warranty**

Except for the greater warranty periods listed below, the warranty term to the Original Purchaser-User for the products listed above shall be one (1) year from the date of original installation.

### **Two Year Beater Motor Warranty**

The warranty term to the Original Purchaser-User on the Beater Motor shall be two (2) years from the date of original installation.

### **Five Year Compressor, Hopper and Freezer Cylinders Warranty**

The warranty term to the Original Purchaser-User for the Compressor, for the Hopper, and for the Freezer Cylinder shall be five (5) years from the date of original installation.

## **GENERAL TERMS OF WARRANTY**

1. **Machine and Parts.** Except as limited and conditioned hereafter, Carpigiani warrants to the original purchaser and user only, the said machine and all parts thereof to be free from defects in material and workmanship for a period of twelve (12) months from the date of installation.
2. **Gear Reducer Assembly and Drive Motor.** (If applicable) In addition to the warranty contained in Paragraph 1 hereof, but subject to the same exceptions and conditions hereinafter provided, the Company also agrees to repair, or exchange at our option, at any time during the two (2) years following the date of original installation, a defective gear reducer assembly or drive motor (excluding capacitors), if it is proved to our satisfaction to be inoperative due to defects in material or factory workmanship.



3. **Freezing Cylinder or Hopper Assembly.** (If applicable) In addition to the warranty contained in Paragraph 1 hereof, but subject to the same exceptions and conditions hereinafter provided, the company also agrees to repair, or exchange at our option, at any time during the five (5) years following the date of original installation, a defective cylinder or hopper assembly, or any part thereof, if it is proved to our satisfaction to be inoperative due to defects in material or factory workmanship.
4. **Motor-Compressor Warranty.** In addition to the warranty contained in Paragraph 1 hereof, but subject to the same exceptions and conditions hereinafter provided, the Company also agrees to repair, or exchange at our option, at any time during the five (5) years following the date of original installation, a defective motor-compressor assembly, or any part thereof, if it is proved to our satisfaction to be inoperative due to defects in material or factory workmanship.

If the inoperative motor-compressor assembly or any part thereof is returned, with transportation charges prepaid to our High Point, North Carolina, factory, and it is proved to our satisfaction to be inoperative due to defects in material or factory workmanship, we will repair or ship a replacement unit at “no charge” transportation charges collect. If the inoperative motor-compressor assembly or any part hereof is returned with transportation charges prepaid to the nearest authorized compressor wholesaler (see your local Carpigiani distributor for assistance), and if it is proved to their satisfaction to be inoperative due to defects in material or factory workmanship, we will reimburse you for the amount of the wholesaler’s exchange prices, excluding labor or transportation charges.

The term “motor-compressor assembly” consisting of the motor-compressor and components within the hermetically sealed housing.

**Equipment to which the motor-compressor is connected, such as (but not limited to) cooling coils, temperature control, refrigerant metering devices, suction service valve, sightglass, drier and the like, nor electric controls such as relays, capacitors, pressure control, fan and motor assembly, nor condenser, receiver and the like, shall not be considered part of the motor-compressor assembly.**

**IMPORTANT** – Refer to the reverse side for the terms and conditions contained therein  
– which are all a part of this warranty.



### DUTIES AND LIABILITIES OF PURCHASER

1. **Return of Warranty Card.** The Warranty Registration Card must be properly filled out by the original owner and either emailed (startup@carpigiani-usa.com) or filled out electronically (carpiserve.net) within thirty (30) days of the original installation date of the new machine. On machines for which the Warranty Registration Card has not been received at the factory, with a date stamp within the specified time, the warranty period will be limited to, and start to commence from, the date of shipment from the factory.
2. **Labor and Transportation Charges.** The company assumes no liability under the warranty for any transportation charges or labor expense incident to its' work under this warranty, such transportation expenses and labor costs to be assumed and paid by Purchaser.
3. **Use and Care of Machine.** Purchaser shall only use the machine in accordance with the operator's manual provided by the Company and no liability under this Warranty or otherwise shall attach by reason of a defect caused by negligence, abnormal use, misuse or abuse of said machine, or for any accident that may occur to said machine or any part thereof after said machine has left the factory of the Company, nor for any defect that may arise by placing any part in said machine which has not been manufactured or approved by the Company.

Purchaser shall not remove, alter, or deface the serial number on said machine and there shall be no liability of the Company if any of the same shall occur.

### GENERAL CONDITIONS AND EXCEPTIONS TO, LIMITATIONS ON, AND MODIFICATIONS OF, LIABILITY OF COMPANY

1. **Exclusion of Other Warranties.** THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF THE COMPANY, AND DOES NOT ATTACH ANY RESPONSIBILITY UPON US FOR RESULTANT DAMAGE OF ANY KIND. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH EXCEED THE AFORESTATED OBLIGATIONS, ARE HEREBY DISCLAIMED BY AND EXCLUDED FROM THIS WARRANTY.
2. **Use and Care of Machine.** The Company shall not be liable for any defect or damage which arises by reason of, or is caused by accident, negligence, abnormal use, misuse, abuse, or from any defect that may be caused by the use of any part in said machine which has not been manufactured or approved by the Company.