



## **LIMITED WARRANTY STATEMENT**

### **1 Year Parts/Labor Warranty**

Tor Rey Refrigeration, Inc. (hereafter "Tor Rey") warrants to the original purchaser of every new Tor Rey refrigerated unit (including the cabinet and all parts thereof) (hereafter "Unit") to be free from defects in material or workmanship. The Unit is a commercial Unit intended for commercial and/or industrial use only by trained and qualified personnel. Buyer assumes any and all responsibility for assuring that the Unit is used only by trained and qualified personnel. This Limited Warranty is enforceable only by the original purchaser of the Unit from an authorized Tor Rey distributor and may not be enforced by any subsequent purchaser. Further, this limited warranty only covers defects in material or workmanship that arise (1) after proper installation and start-up in accordance with the instruction packet supplied by Tor Rey with the Unit; (2) if proper maintenance is performed as specified by Tor Rey in its instruction packet and (3) as long as the Unit is subjected only to normal and proper use as provided for in the instruction packet supplied with each Tor Rey Unit.

Tor Rey's obligation under this warranty is limited to a period of one (1) year from the date of original purchase or fifteen (15) months after shipment date from Tor Rey, whichever occurs first.

The sole obligation of Tor Rey under this warranty is limited to repair or replacement, including labor charges, of the defective parts, assemblies or unit at Tor Rey's sole discretion. The labor warranty shall include (1) standard straight time labor charges only and (2) "reasonable" travel time. "Reasonable" travel time shall be determined by Tor Rey on a case-by-case basis.

#### **WARRANTY CLAIM PROCEDURE**

All claims for labor or parts must be made directly to Tor Rey. All claims shall include: (1) model number of the unit; (2) the serial number of the cabinet; (3) proof of purchase; (4) and all pertinent information supporting the existence of the alleged defect. In case of warranty compressor, Tor Rey will either request the compressor or compressor tag be returned to Tor Rey along with above listed information.

Any action for breach of these warranty provisions must be commenced within one (1) year after the cause of the action has occurred.

The product should be delivered in its original packaging or in a packaging affording an equal degree of protection.

Transportation and insurance charges to and from the Tor Rey service center, if needed, are not included in this warranty.

#### **ADDITIONAL FOUR YEAR COMPRESSOR WARRANTY**

In addition to the one (1) year warranty stated above, Tor Rey also warrants its hermetically sealed compressor to be free from defects in both material and workmanship under normal and proper use and maintenance service for a period of four (4) years from the date of original purchase but not to exceed 5 (five) years and three (3) months after shipment from the manufacturer. The compressor warranty is subject to any and all of the conditions, prerequisites and limitations of the one (1) year warranty listed above.

Compressors determined by Tor Rey to have been defective within this extended time period will, at Tor Rey's option, be either repaired or replaced with a compressor or compressor parts of similar design and capacity.

The four (4) year extended compressor warranty applies only to hermetically sealed parts of the compressor and does not apply to any other parts or components, included, but not limited to, cabinet, paint finish, temperature control, refrigerant, metering device, driers, motor starting equipment, fan assembly, heaters, fan assembly or any other electrical component, etcetera.

#### **404A/134A COMPRESSOR WARRANTY**

The four (4) year compressor warranty detailed above will be voided if the following procedure is not strictly adhered to:

- 1- This system contains R404A, R22 or R134A refrigerant and Polyol ester lubricant. The Polyol ester lubricant has rapid moisture absorbing qualities. If long exposure to the ambient conditions occurs, the lubricant must be removed and replaced with new lubricant. For oil amounts and specifications please call Tor Rey Technical Support Department (713-691 1195). Failure to strictly comply with recommended lubricant specification voids the compressor warranty.
- 2- Drier replacement is very important and must be changed when a system is opened for servicing. A drier using XH-7 desiccant or an exact replacement solid core drier must be used. The new drier must also be the same capacity as the drier being replaced. Failure to strictly comply with this direction voids the compressor warranty.
- 3- Micron level vacuums must be achieved to insure low moisture levels in the system. 500 microns or lower must be obtained.
- 4- Compressor must be obtained through Tor Rey, unless otherwise specified in writing through Tor Rey Technical Support Department.

## WHAT IS NOT COVERED BY THIS WARRANTY

**THIS EXPRESS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY MADE BY TOR REY REGARDING THE UNIT AT ISSUE. ALL OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

As provided above, Tor Rey's sole obligation under this warranty is limited to either repair or replace parts or unit at Tor Rey's discretion, subject to the additional limitations below.

This warranty neither assumes nor authorizes any person to assume obligations other than those expressly covered by this warranty.

- **WEAR PARTS:** This warranty does not cover wear parts, which due to the nature of the machine, have limited usable life and have to be replaced on a use and wear basis.
- **PERIODIC MAINTENANCE:** Periodic and Recommended Maintenance of the equipment including, but not limited to lost parts, misuse and abuse, adjustments, improper installation, and normal wear are not covered under this warranty.
- **NO SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES:** Tor Rey is not responsible for any economic loss, including but not limited to: special, incidental or consequential damages (see Limitation of Liability section) whether or not on account of scale failure.
- **WARRANTY IS NOT TRANSFERABLE:** This warranty is not assignable and applies only in favor of the original purchaser/user to whom delivered. Any such assignment or transfer shall void the warranties herein made and shall void all warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.
- **IMPROPER USAGE:** Tor Rey assumes no liability for parts or labor coverage for component failure or other damages resulting from improper usage or installation or failure to clean and/or maintain Unit as set forth in the warranty packet provided with the unit.
- **ALTERATION, NEGLIGENCE, ABUSE, MISUSE, ACCIDENT, DAMAGE DURING TRANSIT OR INSTALLATION, FIRE, FLOOD, ACTS OF GOD.** Tor Rey is not responsible for the repair or replacement of any parts that Tor Rey determines have been subjected after the date of manufacture to alteration, neglect, abuse, misuse, accident, damage during transit or installation, fire, flood, or act of God.
- **PREVIOUS REPAIR.** Tor Rey shall not be responsible under this Warranty if the Unit has been previously repaired by someone other than Tor Rey or Warrantor's authorized service personnel.
- **IMPROPER ELECTRICAL CONNECTIONS.** Tor Rey is not responsible for the repair or replacement of failed or damaged components resulting from electrical power failure, the use of extension cords, low voltage, voltage drops to the unit.
- **NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE:** This warranty is exclusive and in lieu of all other warranties, including but not limited to the implied warranty of merchantability and the implied warranty of fitness for a particular purpose. There are no warranties which extend beyond the description on the face hereof.

## REGULATORY LAWS AND/OR STANDARDS

The performance of the parties hereto is subject to the laws of the United States. The company takes reasonable steps to keep its Units in conformity with various nationally recognized standards and such regulations which may affect its Units. However, the company recognizes that its Units are utilized in many regulated applications and that from time to time standards and regulations are in conflict with each other. Tor Rey makes no promise or representation that its Unit will conform to any federal, state or local laws, ordinances, regulations, codes or standards except as particularly specified and agreed upon in writing as a part of the contract between The Buyer and Tor Rey. Tor Rey prices do not include the cost of any related inspections or permits or inspections fees.

**OUTSIDE U.S. and CANADA:** This warranty does not apply to, and Tor Rey is not responsible for, any warranty claims made on Units sold or used outside the United States or Canada.

## LIMITATION OF LIABILITY:

Buyer's remedies set forth in this Limited Warranty are exclusive and Tor Rey's aggregate liability for any claim of any kind for any loss or damage resulting from, arising out of, or connected with the performance of the Unit or from the manufacture, sale, delivery, resale, repair or use of the Unit whether based on contract, statute, warranty, tort (including but not limited to negligence), fault, strict liability, indemnity, or otherwise shall **in no event** exceed the price allocable to the Unit which gave rise to the claim. In no event shall Tor Rey be liable to the Buyer for special, incidental or consequential damages of any kind or nature including, but not limited to: recovery of monetary damages, loss of profits or revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate at full capacity, cost of obtaining replacement equipment, cost of cover or cost to other damaged equipment or property, and repair, replacement, and/or restoration of any materials, equipment, property, or work furnished by anyone other than Tor Rey even if it is necessary to repair, replace, restore, remove, damage, and/or otherwise affect such materials, equipment, property, or work in order to complete repairs, replacement, and/or restoration of those furnished by Warrantor.

Tor Rey's limited liability under this Limited Warranty is valid and enforceable even if the limited remedy provided in this Limited Warranty is determined to have failed of its essential purpose