



MONTAGUE K12 SERIES WARRANTY

R85A, HX63A, 115A, EK15A, T16-4, T26-6 SERIES



All Montague products are inspected, tested, and operated at the factory.

Montague warrants to the original purchaser, subject to the exceptions and limitations below, that it will repair or replace that part of a product as stated in the K12 Montague specification and shown as sales option 59067-3, 59066-5, 59065-7 which proves to be defective in material or factory workmanship under ordinary use for the purpose for which it is designed. **THIS WARRANTY IS IN LIEU OF ALL WARRANTIES OF FITNESS AND IN LIEU OF WARRANTY OF MERCHANTABILITY. MONTAGUE PRODUCTS ARE NOT INTENDED FOR HOUSEHOLD USE.**

The effective warranty period shall be limited to 3 years from the date of installation and no longer than 48 months from the date of shipment. (See exceptions and limitations below).

Location of equipment is defined as a building for use by the DOE, or CDE and limited to kindergarten through the twelfth grade, (State education or public education). The school is authorized by action of and operated under the oversight of a publicly constituted local or state educational agency within the United States. Original location is also defined as the original building the utilities connection point to the equipment was completed at the start of the warranty date.

Labor required for repair or the replacement of defective parts on Montague products must be performed by the Montague authorized service agency in your area. If service is required during overtime periods the difference between overtime and standard rates shall be paid by the original purchaser. Factory specified replacement parts must be used to maintain product certification as certified to standards by any of the following agencies ETL, CSA, UL and NSF.

Travel required for warranty service is limited to surface travel. Charges for travel within 50 miles of a designated Montague authorized service agency will be allowed. All additional travel charges to locations further than 50 miles from an authorized service agency shall be paid by the original purchaser. A maximum of 100 miles (or two hours) total travel time will be covered on warranty service calls.

Parts Returns Any defective part subject to a claim under this warranty must be shipped freight prepaid to Montague for warranty examination. A returned goods authorization number is required from Montague for all returning components. Original purchaser must obtain the authorization by telephoning Montague before shipping the part to Montague. Failure to obtain an authorization number will result in the product being returned to the sender.

EXCEPTIONS TO WARRANTY

Maintenance, adjustments, lubrication and/or calibrations are not covered under the Montague warranty. It is the sole responsibility of the purchaser to maintain equipment by lubricating, adjusting and calibrating all necessary parts as required and/or needed. All work on Montague equipment must be performed by a qualified, licensed and/or certified individual specializing in the required and respective field of work ie gas, electric and/or refrigeration; work or repairs performed by an unlicensed or certified person will void this warranty.

The original owner must provide the proof of purchase and installation date to Montague for all equipment installed outside of the original 12 month limited warranty (No Exceptions). The original installation must occur within 3 years of the date of product manufacture.

Montague factory specified replacement parts must be used to maintain product certification; said parts must be certified to standards by one of the following agencies ETL, CSA, UL and NSF. Use of "generic" replacement parts may impair and/or create hazard and will void certification approval and this warranty.

Exceptions to the 3 year warranty period are listed as follows:

All equipment purchased prior to July 15, 2012 shall not be a part of this warranty and are only covered by the Montague one year original limited warranty. Additional information may be obtained by calling 1-888-875-2722
Oven and Range door lifetime limited door warranty applies.

This warranty does not apply in the event of the following:

- 1) The equipment has been improperly installed. Proper installation, checkout and start-up is the duty of the installer, dealer or original purchaser. Improper installation includes, but is not limited to, use of inadequate electrical wiring, undersize gas lines, insufficient or improper voltage or gas pressure and improper ventilation.
- 2) The equipment is damaged by accident, flood, fire, act of God, terrorist or criminal act, misuse, transit, harsh chemical action, improper alteration, conversion, or modification.
- 3) The rating plate has been obliterated or removed from the equipment.
- 4) Household/ residential installation and use. All Montague products are intended and approved for commercial use only.
- 5) Reasonable maintenance and care of equipment has not been provided.
- 6) Gas valves that have not been maintained or lubricated on a semi-annual basis.
- 7) Oven motors- subjected to any one or more of the following conditions: restricted air flow or improper ventilation, poor maintenance, water exposure, grease excessive heat.
- 8) Component failure as a result of improper maintenance.

LIMITATION AND APPLICABILITY

Montague's responsibility under the Montague Limited Original Warranty is limited to the replacement and/ or repair of failed parts with respect to claims which are properly presented within the warranty period. **THE FORGOING IS MONTAGUE'S ONLY OBLIGATION AND BUYERS EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.** No other warranties, oral or written, are authorized on behalf of The Montague Company to a purchaser of Montague products.

In the event of any conflict in the terms of this warranty and any other writing relevant to such a sale, this warranty revision shall be controlling. The warranty is sole and exclusive provision for liability on the part of The Montague Company to a purchaser of Montague products.

The Montague Company does not assume any responsibility for any charges, including labor, not expressly authorized by it incidental to the repair or replacement of equipment covered by the warranty. **IN NO EVENT SHALL MONTAGUE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REFRIGERANT, FOOD LOSS, DELAYS OR CLAIMS AGAINST THE PURCHASER BY ANY OTHER PARTY.**

The warranty as stated above applies to equipment installed in the Continental United States, Alaska, Hawaii, and Canada. Montague equipment installed outside the Continental United States, Alaska, Hawaii and Canada shall not be a part of this warranty. All costs to perform repairs are the responsibility of the purchaser.



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