



## Commercial Warranty

This warranty applies to all sales and/or deliveries made by Fogel Caribbean Corporation, also known or refer to as Fogel Caribbean Corp. or Fogel, after October 13, 2014

### THREE YEARS PARTS & ONE YEAR LABOR WARRANTY

Fogel warrants the original purchaser of every new Fogel refrigerated unit, its cabinet and all parts thereof, to be free from defects in material workmanship, under normal and proper use and under routine maintenance, as specified by Fogel, and upon proper installation and start up by a commercially qualified refrigeration company, in accordance with the instruction packet supplied with each unit. Fogel's obligation under this warranty is limited to a period of three (3) years on parts and one (1) year on labor from the date of purchase or delivery.

This warranty limits the repair or replacement, including labor charges, defective parts, or assemblies to parts that are determined by Fogel to be defective within three (3) years from the date of purchase or delivery.

Warranty does not cover household use or normal wear and tear items such as gaskets, light bulbs, and broken glass. Failure to clean the condenser on a monthly basis will void the warranty. Warranty does not cover issues caused by improper installation, lack of maintenance, or the effects of the forces of nature, such as floods, lighting storms, or other damaging situations such as, voltage fluctuations.

### FIVE YEARS COMPRESSOR WARRANTY

In addition to the three (3) years warranty described above, Fogel warrants its compressors (hermetically and/or semi-hermetically sealed) to be free from defects in both, material and workmanship, under normal and proper use and maintenance, for a period of five (5) years from date of purchase or delivery. This five (5) years warranty only applies to the compressor, not to other parts, even those related to the compressor. FAILURE TO CLEAN the condenser unit routinely may void this warranty. Compressors found defective during the first three (3) years from the date of purchase or delivery must be returned to Fogel Caribbean Corporation for an exchange. After three (3) years, compressor's warranties will be prorated based on the remaining age of the compressor, as follows:

- Months 1-36 – Full exchange
- Months 37-48 – Fogel will absorb 50% of compressor sales price
- Months 49-60 – Fogel will absorb 40% of compressor sales price

\*\*\* Warranty is limited to one (1) replacement compressor only \*\*\*

## WARRANTY CLAIMS

All claims for labor and/or parts must be made directly to Fogel and MUST include:

- model number
- serial number
- date of purchase,
- date of installation
- service authorization number
- copy of replacement parts receipts
- service company's invoice, stating the defect (in accordance with our Warranty)
- picture of the defective compressor

## WARRANTY FOR REMOTE CASES

The "Labor and Parts Warranty" applies to remote cases on items that are sold by Fogel. Expansion valves and related components involved in the installation of these units, or any parts affected by the installation, are not covered by this warranty. Refrigerant loss is not covered.

## WHAT IS NOT COVERED BY THIS WARRANTY

Fogel's warranty will not cover:

- product loss
- expansion valves on remote units
- light bulbs
- adjustments of any type, including thermostats, time clocks, expansion valves, hinges, or controls (electric or manual)
- broken or cracked glass
- improper installation
- electrical surges, which cause components to burn out
- damages due to spraying water into the unit
- equipment that has experienced other stress or hazards such as floods, fire, voltage fluctuations, or others acts of nature

Fogel's sole obligation under this warranty is limited to either repair or replacement of parts, 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. Cases MUST be installed and/or repaired by a qualified refrigeration company or license technician. This is a commercial warranty and does not cover use in a non commercial establishment.

**NON-CONSEQUENTIAL DAMAGES** – Fogel is not responsible for economic loss, profit loss, or special, indirect or consequential damages, including, without limitation, losses or damages arising from food or product spoilage claims, whether or not, they were caused by refrigeration failure.

**WARRANTY IS NOT TRANSFERABLE** – This warranty is not transferable and applies only in favor of the original purchaser, to which the product was delivered. Any such transfer voids all warranties herein made and voids all warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.

**IMPROPER USE** – Fogel assumes no liability for parts, labor coverage, component failures, or damages resulting from improper usage and/or installation or for failure to clean and/or maintain as stated by Fogel. Condensing coils MUST BE CLEANED MONTHLY.

ALTERATION, NEGLIGENCE, ABUSE, MISUSE, ACCIDENT, DAMAGE DURING TRANSIT OR INSTALLTION, FIRE, FLOOD OR OTHER ACTS OF NATURE - Fogel is not responsible for the repair or replacement of any parts that Fogel determines have been subjected, after date of manufacture, to alteration, neglect, abuse, misuse, accident, damage during transit or installation, fire, flood or acts of nature.

IMPROPER ELECTRICAL CONNECTIONS - Fogel is not responsible for repair or replacement of failed or damaged components resulting from electrical power failure, the use of extension cords, voltage fluctuations or electrical spikes to the unit.

NOT IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE - There are NO OTHER WARRANTIES, expressed, implied, or statutory, except the three (3) years on parts, one (1) year on labor, and five (5) years on compressor warranties previously described. These warranties are exclusive and in lieu of all other warranties, including implied warranty and merchantability or fitness for a particular purpose. There are no warranties which extend beyond the description on the face hereof.

OUTSIDE PUERTO RICO – This warranty does not apply to, and Fogel is not responsible for, any warranty claims made on products sold or used outside Puerto Rico's main island (Vieques and Culebra are consider outside of Puerto Rico's main island territory).

\*\*\* For technical service, call (787) 891-0792 or email [ventas@fogelpr.com](mailto:ventas@fogelpr.com) \*\*\*