

VIKING COMMERCIAL PRODUCTS

Division of Viking Range Corporation

LIMITED WARRANTY

WARRANTY TERMS AND CONDITIONS:

This Limited Warranty, which is provided by Viking Range Corporation (hereafter “Viking”), applies *solely and exclusively to the original purchaser only* (hereafter “Purchaser”) of a new Viking Commercial Product that has been purchased and installed in the United States or Canada (hereafter “Product”). No oral or written representation or commitment given by anyone, including, but not limited to, an employee, representative or agent of Viking shall create a warranty or in any way increase the scope of this express Limited Warranty and shall not form a part of the basis of the bargain.

In order to enjoy the legal rights and benefits of this Limited Warranty, the Purchaser must be able to provide upon request the sales order upon which should appear (i) the name and address of the Purchaser, (ii) proof that the Product was purchased in the country where the Limited Warranty claim or request for assistance is being made, (iii) the date of the purchase, and (iv) the model number of the Product.

WHAT IS WARRANTED AND FOR HOW LONG:

The Limited Warranty expires after the first thirty (30) months from the date of manufacture (see product serial number to determine the date your Product was manufactured, the first six numbers represent the month – day – year the product was manufactured). The Product’s components, which are its operating parts, are warranted not to fail as a result of defects in materials or workmanship in normal use for a period of two (2) years from the date of purchase. The Product’s glass (including light bulbs), painted items, and decorative items are warranted not to fail as a result of defects in materials or workmanship in normal use for a period of ninety (90) days from the date of purchase. The Product’s cast-iron grate, radiant, stainless steel radiant, and briquettes are warranted not to fail as a result of defects in materials or workmanship in normal use for a period of one hundred eighty (180) days from the date of purchase. Viking agrees to repair or replace, at its option, the above warranted parts or items that fails due to defects in materials or workmanship during the warranted period.

To obtain warranty service, the Purchaser must contact the dealer from whom the Product was purchased, an authorized agent or representative of the Viking Commercial Service Network or Viking (see owners manual, provided with product, for contact information).

WHAT IS NOT COVERED BY THIS LIMITED WARRANTY:

By way of example and not limitation, this Limited Warranty does not cover and Viking will not be responsible for and will not pay for: (a) color variations in color finishes, and (b) failure or damage from abuse, accident, fire, natural disaster, loss of electrical power or gas supply to the Product, alteration, outdoor use, improper installation, improper operation, improper repair or replacement, service by someone other than an authorized agent or representative of the Viking Commercial Service Network, exposing the Product to a corrosive atmosphere containing chlorine, fluorine, or any other damaging chemicals or not providing normal care and maintenance.

In addition, if the Purchaser discovers or should have discovered a defect in which it is reasonable to conclude that either personal, property or economic damage may result and the Purchaser’s continued use of the Product shall constitute an assumption of the risk by the Purchaser and a bar to any recovery for breach of this Limited Warranty. Purchaser is responsible for making the Product reasonably accessible for service or for paying the cost to make the Product reasonably accessible for service. Under the terms of this Limited Warranty, service is to be provided during normal business hours of the authorized Viking Commercial Service Provider. The difference between regular rates and overtime or premium rates shall be paid by the Purchaser. Purchaser is to pay the costs related to travel beyond 50 miles (one way) from the nearest authorized Viking Commercial Service Provider.

REMEDY FOR BREACH OF LIMITED WARRANTY OR NEGLIGENCE:

PURCHASER’S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS LIMITED WARRANTY OR NEGLIGENCE BY VIKING SHALL BE REPAIR OR REPLACEMENT OF THE DEFECTIVE PART.

IMPORTANT DISCLAIMERS:

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, THE PRODUCT IS PROVIDED TO PURCHASER “AS IS”. THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHER STATUTORY WARRANTIES, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED HEREBY. ANY IMPLIED WARRANTIES WHICH MAY NOT BE DISCLAIMABLE BY STATUTE SHALL LAST ONLY FOR THE TERM OF THE EXPRESS LIMITED WARRANTY CONTAINED HEREIN. IN NO EVENT SHALL THIS LIMITED WARRANTY BE CONSTRUED TO COVER, NOR SHALL VIKING BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR, ANY CONSEQUENTIAL, INCIDENTAL, ECONOMIC, DIRECT, INDIRECT, GENERAL OR SPECIAL DAMAGES, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

Some states do not allow the exclusion or limitation of incidental or consequential damages or do not allow limitations on how long an implied warranty or condition lasts, so the above limitations or exclusions may not apply to you.

Any questions about this Limited Warranty may be directed to Viking Commercial Products at (877) 307-8877.