

KITCHEN VENTILATION PRODUCTS Grease Duct Limited Warranty

VAN-PACKER CO. ("VAN-PACKER") WARRANTS by this Grease Duct Limited Warranty ("Warranty") that its Grease Duct products ("Products") will perform their intended function of exhausting the grease laden vapors from code-compliant commercial cooking operations without adverse leakage provided the system has been sized in accordance with good engineering practice; that the material specifications are suitable for the application; and that the Products are correctly installed in accordance with the manufacturer's instructions and in compliance with all applicable installation and building codes and high-quality industry-accepted trade practices. This Warranty is given to the original owner of the Products against defects in workmanship and materials for a period of one year after delivery. This Warranty extends only to installations where the attached equipment is operated in accordance with the manufacturer's instructions and at the site of the original installation. This Warranty is further limited only to those installations with normal effluent from a commercial cooking operation or if the effluent is approved in writing by VAN-PACKER.

VAN-PACKER'S obligation under this Warranty, and the exclusive remedy under any other warranty, expressed or implied, or in contract or otherwise, is limited to repair or replacement of the Product with an equivalent product as it shall be determined by its sole discretion upon examination by qualified personnel, as approved by VAN-PACKER, and only to that material produced or fabricated at our factory. If replacement is not commercially practical, VAN-PACKER will at its option, refund the purchase price to the original owner, not including labor or freight cost to remove or replace the Product. This Warranty is non-transferrable and extends to the original owner only. The erection, installation, field fabrication, or welding by the installing contractors is not warranted.

VAN-PACKER reserves the right to examine the grease duct during the warranty period and investigate any and all claims against this Limited Warranty. Operation and maintenance of the equipment must be in accordance with the manufacturer's instructions, in addition to local and national codes.

DISCLAIMER

ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED VAN-PACKER'S AFORESTATED OBLIGATION ARE HEREBY DISCLAIMED BY VAN-PACKER AND EXCLUDED FROM THE WARRANTY.

The Warranties made herein by VAN-PACKER are in lieu of all other warranties, stated or inferred, and VAN-PACKER assumes no liability for loss of use or for any direct, indirect, or consequential damage of any kind in respect to the use or operation of VAN-PACKER products, or any equipment or accessories used in connection therewith. This disclaimer and exclusion shall apply even if this warranty fails of its essential purpose. Some states and other localities do not allow the exclusion or limitation of incidental damages, consequential damages, or how long a warranty lasts, so the above limitation or exclusion may not apply to you. VAN-PACKER neither assumes nor authorizes any person to assume for it any obligation in connection with the sale of the products.

The Warranty made herein by VAN-PACKER shall not apply to any products or parts of products which (a) have been repaired or altered in any manner outside of VAN-PACKER'S factory unless designated in writing by VAN-PACKER; or (b) have been subjected to misuse, neglect, or accident; or (c) have been used in a manner contrary to VAN-PACKER'S printed instructions; or (d) damaged due to malfunction of the attached equipment or faulty installation.

VAN-PACKER warrants that its grease duct products will perform their intended function of exhausting the grease laden vapors from code-compliant commercial cooking operations. However, it is the responsibility of the owner/operator to periodically clean the duct in accordance with Authorities Having Jurisdiction (AHJ) and/or local/national building codes. Failure to do so may result in a grease duct fire. These products have specific listings with specific clearances to combustibles. Failure to maintain these clearances and follow installation instructions will cause the warranties made by VAN-PACKER herein to not apply. The intent of this product is to withstand one grease fire. In the event of a grease fire, the Product must not be used again and must be replaced.

CLAIM PROCEDURES

If you believe the Products fail to meet the above limited warranty, notify VAN-PACKER in writing at PO Box 307, Buda IL 61314.

Notification should include a description of the Products, the Model, Part Numbers, photos, and the basis for your belief that the Products failed to comply with the Limited Warranty.