

## **Cooking Warranty Protection Plan**

**Effective 3/1/2020**

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### **Commercial Gas Fryers**

**(1) Year Labor Warranty:** Migali warrants to the original purchasers of the Migali unit sold a 1 Year Service Warranty, which begins at the date of registration or (90) days from the date of shipment by us, which ever is earlier. Migali reserves the right to service the unit only with an authorized Migali service agent. Unauthorized service of the unit is not subject to this warranty. The term “original purchaser” as used herein shall be deemed to mean that person, firm, association or corporation for whom the cooking appliance referred to herein is originally installed at the original location; units moved or transferred to alternate location(s) that differ from the original registered or ship to location without pre-approval from Migali, will not be subject to this warranty. The Migali warranty is subject to indoor, commercial locations only; units that are installed at residential and/or outside locations are not included in this warranty.

**(1) Year Parts Warranty:** Migali warrants to the original purchaser the Migali unit sold and all parts thereof to be free from defects in material or workmanship, under normal use and service for a period of 1 year, from the date of registration, or (15) months from the date of shipment by us, whichever is earlier. Our obligation under this warranty shall be limited to repairing or replacing F.O.B. factory any of such product which proves thus defective and which our examination shall disclose to our satisfaction to be defective. Transportation Charges for Warranty Parts are to be prepaid by Claimant. Any part returned to Migali under the terms of this warranty must be accompanied by a record of the model number, serial number, return authorization number, and such return shall be on the basis of transportation charges prepaid.

**(5)Year Fryer Tank Warranty:** Migali warrants that the all stainless steel fryer tank will be free from defects for (5) years. If a leak occurs under normal use within the first year, the entire fryer will be replaced. Leaks that occur in the following (4) years after the effective registered start date will receive a replacement fryer tank at no charge. Labor and shipping costs will be the responsibility of the end-user.

### **Commercial Gas Cooking Equipment**

**(2) Year Labor Warranty:** Migali warrants to the original purchasers of the Migali unit sold a 2 Year Service Warranty, which begins at the date of registration or (90) days from the date of shipment by us, which ever is earlier. Migali reserves the right to service the unit only with an authorized Migali service agent. Unauthorized service of the unit is not subject to this warranty. The term “original purchaser” as used herein shall be deemed to mean that person, firm, association or corporation for whom the cooking appliance referred to herein is originally installed at the original location; units moved or transferred to alternate location(s) that differ from the original registered or ship to location without pre-approval from Migali, will not be subject to this warranty. The Migali warranty is subject to indoor, commercial locations only; units that are installed at residential and/or outside locations are not included in this warranty.

**(2) Year Parts Warranty:** Migali warrants to the original purchaser the Migali unit sold and all parts thereof to be free from defects in material or workmanship, under normal use and service for a period of 2 years, from the date of registration, or (27) months from the date of shipment by us, whichever is earlier. Our obligation under this warranty shall be limited to repairing or replacing F.O.B. factory any of such product which proves thus defective and which our examination shall disclose to our satisfaction to be defective. Transportation Charges for Warranty Parts are to be prepaid by Claimant. Any part returned to Migali under the terms of this warranty must be accompanied by a record of the model number, serial number, return authorization number, and such return shall be on the basis of transportation charges prepaid.

These warranties are in lieu of all other warranties, expressed or implied, and all other obligations or liabilities on our part, and we we neither assume nor authorize any other person to assume for us any other obligation or liability in connection with the sale of said cooking appliances or any part thereof. This warranty shall not be assignable and shall be honored only in so far as the original purchaser.

MIGALI ASSUMES NO RESPONSIBILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OR DAMAGE TO PROPERTY, LOSS OF PROFITS OR REVENUE, LOSS OF THE UNIT, LOSS OF FOOD PRODUCT, LOSS OF TIME, OR INCONVENIENCE. WARRANTIES ARE VALID FOR MIGALI BRAND EQUIPMENT ONLY. WARRANTIES ARE NOT VALID UNLESS THE PURCHASED ITEM AND CORRESPONDING INVOICE IS PAID IN FULL ACCORDING TO MIGALI TERMS AND CONDITIONS

All Warranty Service Calls must be Pre-approved by Migali® prior to contracting service agents or purchasing over-the-counter parts for reimbursement.

## Warranty Protection Plan for Cooking Equipment

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### THE FOLLOWING ITEMS ***ARE COVERED*** UNDER THE MIGALI<sup>®</sup> PROTECTION PLAN

**Fryer Tank:**

Under normal usage, a brand new fryer will be replaced if there is a leak inside the tank within the first year of installation. A new fryer tank will be replaced if there is a leak inside the tank in the proceeding (4) years after the date of registration.

**Parts:**

Cooking equipment gas tubes, burners, orifices, thermostats and high temperature limit controls that are defective under normal use.

**Labor:**

Service necessary for the malfunctioning of any parts or systems listed above under normal operating conditions to be reimbursed according to Migali Labor Guideline Form which includes service travel up to 75 miles.

**Freight:**

UPS freight charges will be prepaid by Migali if the defective parts are diagnosed as defective within (2) years, i.e. (730) days of the warranty registration date. Migali pays UPS ground charges only. All other expedited freight charges are the responsibility of the owner/operator.

### THE FOLLOWING ITEMS ***ARE NOT COVERED*** UNDER THE MIGALI<sup>®</sup> PROTECTION PLAN

**Fryer Tank:**

A fryer tank leak due to the improper installation, operation or maintenance.

**Parts:**

Chrome metal casted cooking knobs, cooking equipment cabinetry, cast iron cooking grates and plates.

**Labor:**

Service necessary for the malfunctioning of any parts or systems listed above under abnormal operating conditions, improper installation and/or maintenance is not covered under this warranty. For remote areas, a service tech that travels in excess of 75 miles one way may be subject to additional travel fees at Migali's discretion.

**Stored Product & Loss of Revenue:**

MIGALI<sup>®</sup> ASSUMES NO RESPONSIBILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OR DAMAGE TO PROPERTY, LOSS OF PROFITS OR REVENUE, LOSS OF THE UNIT, LOSS OF FOOD PRODUCT, LOSS OF TIME, OR INCONVENIENCE.

**Freight:**

UPS freight charges must be paid by the owner/operator if any parts diagnosed as defective (2) years, i.e. (730) days after the registration date.

**FOR SERVICE CALL TOLL FREE: 1-800-852-5292**  
PLEASE HAVE THE MODEL & SERIAL NUMBER IN HAND  
SERVICE FOR LABOR WARRANTY MAY TAKE UP TO 72 HOURS