



Three (3) Year Labor & Parts Warranty

EVEREST warrants to the first purchaser of every new EVEREST unit, the cabinet and all parts thereof, to be free from defects in material or workmanship, under normal and proper use and maintenance service as specified by EVEREST and upon proper installation and start-up in accordance with the instruction packet supplied with each unit. Our obligation under this warranty is limited to a period of three (3)* years from the date of original installation or thirty six (36)* months after shipment date from EVEREST, whichever occurs first (applicable to units purchased after July 1, 2014). Any part covered under this warranty that is determined by EVEREST to have been defective within three (3)* years of original installation or thirty six (36)* months after shipment date from the manufacturer, whichever occurs first, is limited to the repair or replacement, including labor charges, of defective parts or assemblies. The labor warranty shall include standard straight time labor charges and reasonable travel time, as determined by EVEREST.

Five (5) Year Compressor Warranty

In addition to the warranty set forth above, EVEREST warrants the hermetically sealed compressor for five (5) years, not to exceed sixty (60) months from the unit's date of shipment from EVEREST.

Warranty Claims

All warranty claims for labor or parts must be made directly through EVEREST. All claims shall include: unit model number, cabinet serial number, proof of new product purchase, installation date, and all pertinent information related to the reported defect. To qualify for a compressor warranty claim, the replacement compressor must have been purchased directly from EVEREST. Claimants must submit the compressor warranty form and compressor tag to EVEREST. The compressor warranty does not apply to shipping and labor costs or other parts whether electrical or mechanical.

Warranty Exclusions

EVEREST's sole obligation under this warranty is limited to either the 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.

- A. **NON WARRANTY PARTS.** EVEREST excludes specific parts exposed to normal wear and tear. These parts include, but are not limited to, lamps, gaskets, casters, shelves and shelf clips, pans, bin and pan dividers and airflow guards.
- B. **INDIRECT OR CONSEQUENTIAL DAMAGE.** EVEREST does not warrant economic loss, profit loss, or special, indirect or consequential damages including without limitation, losses or damages arising from food or product spoilage claims caused by refrigeration failure.
- C. **IMPROPER USAGE.** EVEREST is not responsible for parts or labor coverage for component failure and or other damages resulting from improper usage, installation or failure to clean and/or maintain the unit as set forth in the user's manual provided with this unit. All EVEREST units are designed for commercial use, not for residential use. Warranty is invalid if the unit is installed in a residence.
- D. **RELOCATION OF UNIT FOR REPAIR.** EVEREST is not responsible for the cost to move a unit for any reason from its position of operation on the customer's premises to make a warranty repair. Further, EVEREST is not responsible for the cost of disassembling cabinetry and/or panels built around the unit to make a warranty repair.
- E. **WARRANTY IS NOT TRANSFERABLE.** Warranty is limited to only the original purchaser, owner or lessee of the unit. Warranty does not transfer with change of ownership or lessee.
- F. **ALTERATION, NEGLIGENCE, MISUSE, ABUSE, ACCIDENT, DAMAGE DURING TRANSIT OR INSTALLATION, FIRE, FLOOD, ACTS OF GOD.** EVEREST is not responsible for malfunctions due to alteration, neglect, misuse, abuse, accident, damage during transit or installation, fire, flood, storm, and/or other acts of God. EVEREST is not responsible for any improper electrical connections resulting from electrical power failure, the use of extension cords, and low voltage or voltage drops to the unit.
- G. **UNAUTHORIZED MODIFICATION.** EVEREST is not responsible for the repair or replacement of failed or damaged components resulting from unauthorized modifications to units or the use of non OEM parts without prior written approval from EVEREST.
- H. **IMPROPER ELECTRICAL CONNECTIONS.** EVEREST is not responsible for the repair or replacement of the unit or any damaged components resulting from incorrect supply voltage, low voltage, fluctuating supply voltage, incorrect amperage the use of extension cords, generators or other improper electrical connections.
- I. **OUTSIDE THE U.S.** This warranty does not apply to any parts and/or labor warranty claims made on units sold or used outside of the United States.

These warranties are exclusive and in lieu of all other warranties, expressed or implied, and all other obligations or liabilities on our part, and we neither assume nor authorize any other person to assume for us any other obligation or liability in connection with the sale of said refrigeration units or any part thereof.

