**Pizza Group USA LLC**
4540 Kendrick Plaza Drive, Suite 130
Houston, TX 77032

# WARRANTY CONDITIONS

**Pizza Group USA LLC**

## Warranty

Pizza Group USA LLC provides a warranty against all defects in materials and manufacturing, as well as defective assembly, for all products we sell. Warranty periods vary by product category. Pizza Group USA LLC provides a warranty against all defects in materials and manufacturing, as well as defective assembly, for all the products that we sell. Warranty periods vary by product category.

- Electric deck oven Pyralis 4 / 6L: 1 year parts and labor.
- Gas Deck oven Flame 4 / 6 / 6L / 9: 1 year parts and labor

Pizza Group USA LLC will provide our customers or end users with on-site warranty coverage on all equipment above.

## Conditions of Pizza Group USA LLC Warranty

1. A copy of the Bill of Sale and/or serial number is required for all warranty claims.
2. The on-site warranty applies to regular weekday hours. Costs associated with holidays, weekends, evenings, or rush service calls are the responsibility of either the end user or the Pizza Group USA LLC dealer.
3. Remote geographic locations may limit guarantee to a parts-only warranty. Warranty labor, travel, and mileage include straight-time labor charges and travel charges within 100 miles / 160 km, round-trip. Pizza Group USA LLC will not cover overtime, premium labor charges, or travel charges beyond this round-trip distance; the person or firm requesting the service is responsible.
4. There is no on-site warranty for residential addresses (unless specified differently).
5. Warranty is valid only in the country of purchase.
6. Pizza Group USA LLC reserves the right to either repair or replace a product at our discretion.
7. This warranty does not apply to abuse, willful or accidental damage, or to products used for other than their intended purpose.
8. This warranty does not apply to damages caused to product(s) due to abnormal or unintended usage other than the explicit purpose of the product.
9. This warranty does not apply to damages caused by rust or exposure to moisture, other than products that are specifically designed for use in such conditions.

**Pizza Group USA LLC**
4540 Kendrick Plaza Drive, Suite 130
Houston, TX 77032

10. Any tampering or modifications to any products automatically cancel the warranty guarantee. Items not covered by our guarantee include components that are subject to natural wear and tear. Products subject to abuse, misapplied, misused, subjected to harsh chemical action, or external causes such as electric power fluctuations or poor water quality, field modified (without the approval of Pizza Group USA LLC), improperly installed or maintained, damaged by flood, fire or other acts of God, or which have altered or missing serial numbers automatically void warranty.
11. This warranty is not transferable and is limited to the original installation of equipment sold by Pizza Group USA LLC or Pizza Group USA LLC's dealer for the original user.
12. This warranty does not apply to any equipment that has not been installed in accordance with the directions published in the appropriate installation and operation manuals.
13. If the equipment has been changed, altered, modified, or repaired with parts not authorized by Pizza Group USA LLC or by a non-qualified Service Technician, then Pizza Group USA LLC shall not be responsible for warranty claims.
14. Adjustments such as calibrations, leveling, tightening of fasteners or utility connections normally associated with original installation are the responsibility of the installer and not that of Pizza Group USA LLC. Regular maintenance, such as cleaning, greasing, de-scaling, tightening, sharpening, or anode parts, shall be the responsibility of the customer.
15. If required by Pizza Group USA LLC, customer shall return to Pizza Group USA LLC for examination of any failed product or part to confirm that the part has failed as a result of material or workmanship.
16. All parts orders are shipped via ground courier only. Extra rush shipment charges will be the responsibility of the end-user or dealer.
17. Dealers and end users should not replace or authorize repair of Pizza Group USA LLC equipment without an approved return authorization number. Costs incurred for such repairs will be at the dealer's or end user's expense.
18. For an end-user on-site service call, Pizza Group USA LLC will require a credit card pre-authorization until the technician determines it is a warranty repair.
19. Pizza Group USA LLC reserves the right to revise or terminate this Warranty at any time.

**Pizza Group USA LLC**
4540 Kendrick Plaza Drive, Suite 130
Houston, TX 77032

**Pizza Group USA LLC WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR OTHER DAMAGES FOR LOST PROFITS, FOR LOSS USE OF THE PROPERTY, FOR DAMAGES TO THE PROPERTY OR ITS CONTENTS OR OCCUPANTS, OR FOR INCONVENIENCE, UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER THIS WARRANTY OR OTHERWISE.**

This warranty and the liabilities set forth herein are exclusive and in lieu of all of their liabilities and warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular warrantee purpose, and constitute the only warranty of Pizza Group USA LLC. Pizza Group USA LLC's liability on any claim, including but not limited to negligence, shall not exceed the price of the equipment that gives rise to the claim.

The foregoing warranty is the entire warranty of Pizza Group USA LLC. Pizza Group USA LLC neither assumes nor authorizes any other person, purporting to act on its behalf, to modify or to change this warranty, or any other warranty or liability concerning Pizza Group USA LLC equipment. This warranty provides the exclusive remedy against Pizza Group USA LLC relating to all Pizza Group USA LLC products, whether in contract or in tort or under any other legal theory, and whether arising out of warranties, representations, instructions, installations or defects from any cause. Pizza Group USA LLC shall not be liable, under any legal theory, for loss of use, revenue or profit, or for substitute use or performance, or for incidental, indirect, or special or consequential damages or for any other loss of cost of similar type. The liability of Pizza Group USA LLC is limited to the repair or replacement of any part found to be defective.

## Claims and Inquiries

To make a claim under this Warranty, you must contact the location where you originally purchased the Product within thirty (30) days of discovering a defect.

Pizza Group USA LLC may investigate any claim and test the defective Product during the claim process. Failure to keep the defective Product and permit investigation and testing will void this Warranty. You must obtain a return authorization from Pizza Group USA LLC before returning any Product. We will refuse any Product returned without authorization, and you will be responsible for all shipping costs.

This Warranty gives you specific legal rights. You may also have other rights, which vary by state. This Warranty is valid only in the contiguous United States and Canada. Some states do not allow for the exclusion or limitation of damages, so these limitations may not apply to you.

Pizza Group USA LLC reserves the right to revise or terminate this Warranty at any time. Only Products purchased from the revision date of this Warranty through the revision date of any subsequent warranty (or any subsequent termination) will be covered by the Warranty. This Warranty shall be interpreted exclusively under the laws of Texas.

## Freight

The buyer assumes all responsibility for the shipment once it has left our warehouse. Shortage or damage in shipment does not excuse the buyer from timely and full payment of the invoice.

Our freight program depends on the carrier and customs; the ETA given on transit days is an estimate. If unforeseen delays occur, Pizza Group USA LLC is not responsible for lost sales or any other monetary compensation related to the estimated delivery time.

Due to liability, dock-to-dock shipments do not include unloading or moving your item(s) from the back of our trucks. You are responsible for moving the item(s) from the back of our truck into your warehouse or building. If you have special delivery requirements, please contact us before finalizing your order. Any unexpected extra or surcharges (such as limited access, inside delivery, residential address, lift gate, etc.) identified by the freight company at the time of delivery will be added to the customer's Pizza Group USA LLC invoice.

**Pizza Group USA LLC**
4540 Kendrick Plaza Drive, Suite 130
Houston, TX 77032

## Freight Claims

Upon receipt of a Pizza Group USA LLC shipment, please inspect for external damage. If no damage is evident on the external packaging, open the carton to ensure all ordered items are inside and that there is no concealed damage to the item(s). If the package has suffered rough handling, bumps, or damage (visible or concealed), please note it on the bill of lading before accepting the delivery and contact Pizza Group USA LLC within 24 hours, so we may initiate a claim with the carrier. Complete a detailed report on the extent of the damage to the item(s) within three days of the delivery date shown on the shipping documents.

Pizza Group USA LLC has no recourse for damaged products shipped collect or via a third party. In the event of a shortage, or if damage is detected on a collect or third party shipment, notify the delivering carrier at once to request an inspection and file a claim promptly. Any delay may cause you a loss. Shortage or damage in shipment does not excuse the buyer from a timely full payment of the invoice. We cannot reimburse claims for shortages or delays caused by the carrier responsible. By signing your name on the delivery receipt without noting any damage, you state that you received your shipment in acceptable condition.

## Packaging

Pizza Group USA LLC reserves the right to package items in what it deems to be the most suitable, safe manner. Packaging dimensions may not accurately represent final shipping dimensions.