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Warranty Policy & Procedure

The following Warranty Policy and Procedure is the only warranty made by Peerless Maximizer Products, with respect to PEERLESS OVENS manufactured by Peerless Mfg. Co, Inc.

PEERLESS DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

1.0 WARRANTY POLICY

- 1.1 Peerless warrants to the original purchaser that each new oven will be free of proven defects in material and workmanship under normal use and service for a period of 12 months from the date of installation or 12 months from the date of shipment, whichever occurs first.
- 1.2 This warranty is extended to the original purchaser only and is not transferable.
- 1.3 The term “customer” as used in this Warranty Policy and Procedure refers to the original purchaser of a new unit from Peerless or from any Peerless authorized dealer. This warranty extends only to customer.
- 1.4 This warranty shall not apply if the oven or any part thereof is subjected to misuse, abuse, negligence, alteration, improper installation, improper operation, operation outside of design limits, accident or casualty.
- 1.5 The unit and its crating must be inspected upon arrival. Damage during shipping must be reported to the carrier and to Peerless. Shipping damage is not covered under this warranty.
- 1.6 In the event a warranty repair becomes necessary, the customer must first contact Peerless at 1-800-548-4514 prior to contacting a repair company. Failure to contact Peerless, at 1-800-548-4514 prior to contacting a repair company voids any and all warranties.
- 1.7 All work must be performed by an approved service technician. You must contact Peerless at 1-800-548-4514 to get approval for your service technician before any work is performed. Any work performed on a unit by an unapproved technician voids any and all warranties.
- 1.8 Replacement parts will be provided by Peerless for all parts *deemed* by Peerless to be defective. Defective parts are subject to evaluation by Peerless to be considered for warranty eligibility. Parts not obtained from Peerless must have prior approval from Peerless for reimbursement. Reimbursement for parts not obtained from Peerless will be at Peerless’s sole discretion.

- 1.9 All labor costs associated with repair of a unit will be paid according to Peerless's FLAT RATE WARRANTY SCHEDULE, attached as Appendix "A". Peerless will not cover any fees that exceed the Peerless' FLAT RATE WARRANTY SCHEDULE. Any repair not covered by the Peerless FLAT RATE WARRANTY SCHEDULE must have prior approval from Peerless before any work can be performed. Any and all special circumstances will be considered on a per case basis after first contacting Peerless at **1-800-548-4514**. Peerless will not be responsible for any after hours, overtime or premium expenses. Burners and fasteners to become loosened and adjustments to change. Peerless considers this part of the installation of the unit.
- 1.10 No claims will be accepted for normal pre-delivery or post delivery inspection or adjustment. All units are inspected and adjusted at the time of manufacture, but the shipping process may cause wires, burners and fasteners to become loosened and adjustments to change. Peerless considers this part of the installation of the unit.

Additional items not covered by this warranty:

1. Improper utility connection including, high or low gas pressure, inadequate gas volume, improper gas connections and improper maintenance.
 2. Poor methods of venting
 3. Adjustments to pilots and thermostat by-pass
 4. Calibration of controls
 5. Normal maintenance items, adjustments and cleaning related issues.
- 1.11 This warranty excludes any obligation by Peerless for loss of product, down time or any other damage or cost incurred at any time. **IN NO EVENT SHALL PEERLESS BE LIABLE OR RESPONSIBLE FOR HARM TO PROPERTY OR FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOSS OF PROFITS, INTERRUPTION OF BUSINESS, OTHER ECONOMIC LOSS, OR ANY OTHER DAMAGES WHATSOEVER IN CONNECTION WITH THE WARRANTY SET FORTH ABOVE OR IMPLIED BY LAW, OR IN CONNECTION WITH ANY OTHER LIABILITY, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF PEERLESS OR AN AUTHORIZED DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** The warranty and remedy set forth above are the sole warranty and exclusive remedy. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Peerless is willing and able to repair or replace defective parts in the manner described herein.

2.0 Customer Responsibility

- 2.1 The customer must provide for the installation of the unit in conformance with any and all applicable codes, regulations, or standards. Customer must comply with all laws and other requirements having force of law applicable at any time to the unit, its installation, or use.
- 2.2 The gas supply must be connected to the oven by a locally licensed plumber and start-up performed by a service technician familiar with commercial products for the warranty to be valid.
- 2.3 The Start-Up Checklist form must be filled out, signed and timely returned to Peerless to initiate and validate the warranty.
- 2.4 Customer must present any claim under this warranty to Peerless.

- 2.5 Customer must notify Peerless within 10 calendar days of discovery of any claimed defect. Such notice must include the serial number, model and location of the subject unit, along with a detailed description of the problem.
- 2.6 Peerless reserves the right to, among other things, deny customer's warranty claim in the event customer fails to perform any of its responsibilities under this warranty.
- 2.7 Customers are required to return to Peerless all defective parts. The defective part must be received by Peerless within 15 business days to receive a refund. Once the allegedly defective part is received, it will be inspected for quality. If the part is then deemed by Peerless to be defective, the customer will receive any credit due, reimbursement, or allowance due under the terms of this warranty. To the extent Peerless agrees to reimburse any labor per the Flat Rate Warranty Schedule, such reimbursement will also be issued at the same time. No credit, reimbursement or allowance will be issued for returned parts that Peerless, to its discretion, determines not to be defective. In that event, customer will be obligated to pay for the replacement part and will be solely responsible for any labor.
- 2.8 All warranty parts are shipped using standard ground services. If the customer wishes to have the part shipped, or wishes to ship a defective part pursuant to paragraph 2.7, by a faster method, the customer will be responsible for all freight charges.
- 2.9 To the extent Peerless agrees to reimburse any labor, the customer must provide to Peerless an itemized invoice or work order of all work performed within thirty days of completion of the work. Peerless will process the invoice for payment or ask for more information within thirty days. The invoice or work order is **REQUIRED** to include the serial number of the unit, the model number of the unit, the warranty authorization number, a labor hour breakdown, a description of the work performed and the location of the unit, including end user name, city and state.
- 2.10 Customer agrees to allow a reasonable time for repair or replacement of any part covered by this warranty. Customer's sole and exclusive remedy under this warranty shall be limited to repair or replacement, at Peerless's discretion, of the defective part. Damages are limited to the original purchase price of the unit

**FAILURE TO COMPLY WITH ALL OF THE PROCEDURES DETAILED
ABOVE WILL VOID ANY AND ALL WARRANTY CLAIMS.**

*****Service Companies must call for authorization to submit a warranty claim *****

Without authorization, no warranty claims will be honored
and the warranty will be null and void.

APPENDIX “A”

A1 Flat Rate Warranty Schedule

A1.1 Subject to the provisions of Peerless’s Warranty Policy and Procedure, the labor hours eligible for reimbursement are limited to the following:

Diagnostic time:	1.0 Hours
Time is per incident and not cumulative. Tech. line 1-800-548-4514	
Thermocouple:	.50 Hours
Pilot Safety:	.75 Hours
Thermostat	1.00 Hours
Gas Conversion: if shipped to wrong gas only	1.00 Hours
Defective gas pressure regulator:	.75 Hours
Gas Burner:	.50 Hours
Doors and handles	.25 Hours
Electric contactors or controllers	.50 Hours
Switch or Fuse Holder:	.25 Hours
*** Service companies must call for authorization to submit a warranty claim.***	

A2 Labor Rate

A2.1 Subject to the provisions of Peerless’s Warranty Policy and Procedure, the labor rate for reimbursement is \$85.00 per man hour. This labor rate is effective for all customers unless written consent and acknowledgment has been given the Peerless Service Department.

A2.2 Maximum allowance for troubleshooting labor is one (1) hour.

A2.3 Travel time is not to be included in labor hours. Only time spent on site will be reimbursed.

A2.4 Subject to the provisions of Peerless Warranty Policy and Procedure, in cases where no labor hours under the Flat Rate Warranty Schedule are prescribed or the customer reasonably believes the claim will exceed the labor hours under the Flat Rate Warranty Schedule, the customer may contact the Peerless Service Department in advance, provide an estimate of hour required, and request an allowance or reimbursement. Peerless reserves the right to grant or deny customer’s request, in whole or in part, in its sole discretion. If after the repair has begun, it is discovered that additional work is required and will exceed the customer’s original estimate by more than 10%, customer must contact the Peerless Service Department again for approval. Any claim for work not listed in the Flat Rate Warranty Schedule or for hours in excess of the Flat Rate Warranty Schedule will be denied unless prior written approval from the Peerless Service Department has been received and a prior agreement has been reached as to the amount of any allowance for reimbursement.

A3 Travel Mileage

A3.1 Subject to the provisions of Peerless Warranty Policy and Procedure, the warranty reimbursement for mileage is \$0.50 per mile. Mileage reimbursement will be limited to the distance between the place of business of the service agent to the machine location and back, up to a maximum of 120 miles round trip. Peerless will not reimburse or pay any labor rates for travel time.