



# KOLD SERVE

FOOD SERVICE EQUIPMENT

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## COLD/FREEZER ROOM WARRANTY

**1. Benefit**

This Warranty is made exclusively in favour of and for the benefit of the first owner of the cold/freezer room.

**2. Commencement Date**

2.1 This Warranty will commence on the earliest date on which either of the following events occur -

2.1.1 Koldserve sells the cold/freezer room to the first owner; and/or

2.1.2 Koldserve or its duly authorised representative installs and/or commissions the cold/freezer room for the first owner; and/or

2.1.3 Koldserve delivers the cold/freezer room to the first owner.

**3. First Owner's Obligations**

3.1 for this Warranty to become effective the first owner must, within three (3) business days of a defect becoming apparent, give notice in writing to Koldserve by addressing an e-mail to [service@koldserve.co.za](mailto:service@koldserve.co.za) for which a read receipt is received;

3.2 the notice must state the nature and extent of the defect and must be accompanied by a copy of Koldserve's invoice and Koldserve's delivery note.

**4. Exclusions**

4.1 The warranty excludes all fan motors, circuit breakers, contactors, timers, thermostats, solenoid valves, door and drain heaters.

4.2 Koldserve cannot warrant that the floor is waterproof and as such leaks may occur due to condensation or when the floors are cleaned with excessive amounts of water.

4.3 The Warranty covers only latent defects in the cold/ room and expressly excludes:

4.3.1 break down as a result of misuse and abuse;

4.3.2 break down as a result of neglect;

4.3.3 break down as a result of fair wear and tear;

4.3.4 break down as a result of natural disaster;

- 4.3.5 break down as a result of accident;
- 4.3.6 break down as a result of the condensing unit is not, at all times, kept clean and free of blockages;
- 4.3.7 break down as a result of the drain pipe/s and/or drain/s becoming blocked;
- 4.3.8 faults caused by deficient maintenance;
- 4.3.9 break down where repairs or modifications have been incorrectly carried out by the first owner and/or the first owner's servant and/or agent;
- 4.3.10 break down to equipment that has been altered so as to affect performance or reliability;
- 4.3.11 corrosion damage to stainless steel and other metals and/or materials parts of the cold room, components, shelves, table legs and casters caused by cleaning chemicals;
- 4.3.12 all defects in copper pipe / tube, including corrosion of the copper pipe / tube from whatever cause;
- 4.3.13 gas leaks from whatever cause;
- 4.3.14 damage caused by and/or in consequence of incorrect voltage or lightning strikes, or power surges, or power spikes, or power outages, or load shedding or other incidents beyond the control of Koldserve;
- 4.3.15 damage where the quality of electricity supplied is inadequate or of inferior quality.  
**NOTE:** Koldserve reserves the right to test the supply and quality of the electricity;
- 4.3.16 damage in the case that the cold room is run on an inconsistent power supply (e.g. a generator).
- 4.3.17 loss of revenue, stock, production and/or damage to property;
- 4.3.18 all consequential damages resulting in food spoilage whether the breakdown involves a refrigeration unit or an on-premises power generator;
- 4.4 In addition, this Warranty does not extend to:
  - 4.4.1 light fittings, globes and ballasts
  - 4.4.2 door seals or gaskets
  - 4.4.3 door hinges, handles, locks and keys
  - 4.4.4 sweep gaskets
  - 4.4.5 dial thermometers
  - 4.4.6 PVC strip curtains

- 4.4.7 copper pipe / tube
- 4.4.8 lighting and heating globes and heating elements of all types;
- 4.4.9 wearing parts such as blades, belts and bushes;

**5. Null & Void**

- 5.1 This Warranty will be null and void if the cold/freezer room and component equipment -
  - 5.1.1 is re-installed by the first owner and/or by any person other than by Koldserve or its duly authorised representative
  - 5.1.2 the serial number and/or model have been removed from any part of the cold room and any component parts;
  - 5.1.3 it is found that non-specified or reconditioned parts have been used and/or fitted by the owner and/or a by any other person.

**6. Exclusivity**

This Warranty is the complete and exclusive statement between Koldserve and the first owner of the equipment. This Warranty will not be varied, supplemented, qualified or interpreted by any prior course of dealing between Koldserve and the first owner or by trade usage.

**R P Abro/Warranty/W001**