



# KOLD SERVE

FOOD SERVICE EQUIPMENT

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## EQUIPMENT WARRANTY

**1. Benefit**

This Warranty is made exclusively in favour of and for the benefit of the first owner of the equipment.

**2. Warranty Period**

2.1 Koldserve CC ("Koldserve") warrants that equipment manufactured, supplied or distributed by it is free from defects in materials and workmanship under normal use for a period of 12 months from the Commencement Date.

**3. Commencement Date**

- 3.1 This Warranty will commence on the earliest date on which either of the following events occur
- 3.1.1 Koldserve sells the equipment to the first owner; and/or
- 3.1.2 Koldserve or its duly authorised representative installs and/or commissions the equipment for the first owner; and/or
- 3.1.3 Koldserve delivers the equipment to the first owner.

**4. First Owner's Obligations**

- 4.1 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;
- 4.2 the notice must state the nature and extent of the defect and must be accompanied by a copy of Koldserve's invoice and/or Koldserve's delivery note.
- 4.3 is to return at his/her/its sole expense –
- 4.3.1 the defective equipment to Koldserve as the equipment may have to be returned to the manufacturer or supplier; and
- 4.3.2 all original packaging material, operating manuals and accessories.

**5. Exclusions**

- 5.1 The Warranty covers only latent defects in the equipment's components and expressly excludes:
- 5.1.1 break down as a result of misuse and abuse;
- 5.1.2 break down as a result of neglect;
- 5.1.3 break down as a result of fair wear and tear;
- 5.1.4 break down as a result of natural disaster;
- 5.1.5 break down as a result of accident;
- 5.1.6 faults caused by deficient maintenance, including in the case of refrigeration equipment where the condensing unit and drain are not, at all times, kept clean and free of blockages;
- 5.1.7 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;

- 5.1.8 break down to equipment that has been altered so as to affect performance or reliability;
- 5.1.9 corrosion damage to stainless steel and other metals and/or parts of the equipment, components, shelves, table legs and casters caused by cleaning chemicals;
- 5.1.10 corrosion damage to stainless steel and other metals and/or parts of the equipment, components, shelves, table legs and casters caused by natural causes (included but not limited to water, rain, humidity, sun, and sand);
- 5.1.11 gas leaks from whatever cause;
- 5.1.12 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;
- 5.1.13 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;
- 5.1.14 damage in the case that the equipment is run on an inconsistent power supply (e.g. a generator);
- 5.1.15 break down where equipment that has not been fitted with an approved water filter (in the case where equipment is plumbed into a water mains);
- 5.1.16 loss of revenue, stock, production and/or damage to property;
- 5.1.17 all consequential damages resulting in food spoilage whether the breakdown involves a refrigeration unit or an on-premises power generator.
- 5.1.18 In addition to the above, in relation to **Coffee brewing** and/or **coffee extraction equipment**, where the equipment is –
  - 5.1.18.1 not fitted with an approved water filter;
  - 5.1.18.2 during the warranty period, is serviced or repaired by any person other than by Koldserve or its duly authorised representative;
  - 5.1.18.3 used by any person other than a suitably trained coffee barista who possess the requisite skill and experience;
  - 5.1.18.4 where the quality of the water and the electricity supplied is inadequate or of inferior quality. Koldserve reserve the right to test both the supply and quality of the water and electricity and in the event that it is found that either or both is inadequate or inferior; and
  - 5.1.18.5 requires water and/or electricity to operate optimally, efficiently and correctly, such water and/or electricity supply must be connected to a permanent point and either or both is found not to have been so connected.
- 5.1.19 In addition to the above, in relation to **Kitchen smalls & utensils** unless there is an obvious defect and/or where the product fails within 48 hours of date of purchase.
- 5.2 In addition, this Warranty does not extend to:
  - 5.2.1 light fittings, globes and ballasts
  - 5.2.2 door seals or gaskets
  - 5.2.3 door hinges, handles, locks and keys
  - 5.2.4 sweep gaskets
  - 5.2.5 dial thermometers
  - 5.2.6 PVC strip curtains

- 5.2.7 copper pipe / tube
- 5.2.8 lighting and heating globes and heating elements of all types;
- 5.2.9 wearing parts such as blades, belts and bushes;

## 6. Null & Void

- 6.1 This Warranty will be null and void if the equipment or a component of the equipment -
- 6.1.1 is installed incorrectly by the first owner and/or by an unauthorised third party;
- 6.1.2 is re-installed by the first owner and/or by any person other than by Koldserve or its duly authorised representative
- 6.1.3 during the Warranty period, is serviced or repaired by any person other than by Koldserve or its duly authorised representative.;
- 6.1.4 the serial number and/or model have been removed from any part of the cold room and any component parts;
- 6.1.5 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.
- 6.1.6 It is found to have been operated by operatives who have not been suitably trained and/or do not possess the requisite skill and experience.
- 6.1.7 It is found that the equipment has not been maintained and serviced regularly by an approved service agent, specifically **Refrigeration equipment** is not serviced every 6 months from the date of installation and **Coffee brewing** and/or **coffee extraction equipment** is not serviced every quarter from the date of installation.

## 7. Limitations

- 7.1 Subject to clauses 5 and 6 above, liability in terms of this Warranty will be limited solely to replacing, without charge any part or parts of the equipment which, having been examined by a Koldserve technician or its authorised representative, discloses to his satisfaction to be defective and will include labour. Travel costs incurred within the borders of South Africa for all non-carry-in items will be covered by the warranty.
- 7.2 Both Koldserve and the first owner acknowledge that this Warranty does not rely on representations or other provisions whether express or implied except as expressly provided for in this Warranty.
- 7.3 For carry-in items, the damaged or defective equipment must be returned to Koldserve as they have to be returned to the manufacturer or supplier.
- 7.4 Replacements parts and equipment will be invoiced to the first owner at full value in order to expedite repair. Once the damaged or defective parts and equipment has been assessed by the manufacturer, a credit will be issued to the Customer.

## 8. 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.