

Warranty

The conditions below are the terms upon which an order is accepted, and constitutes an Agreement of Sale.

All Solid Door Models are designed for storage use. All Glass Door Models are designed as display merchandisers. No model is manufactured for processing foods. Howard/McCray assumes no responsibility for the product when misused, abused, or incorrectly applied. In any such instances the warranty is void.

PRICING

All prices shown are list. Prices are F.O.B. Philadelphia, PA. Howard/McCray assumes no responsibility for carrier rates or charges, nor will it make any allowance from prices for freight charges. Prices are subject to change without notice, and as exist at time of shipment. Export duties and overseas shipping costs not included in prices listed. Approximate costs can be furnished.

TERMS

TO ACCOUNTS RATED FOR CREDIT -- 30 days from shipment date. SPECIAL ORDERS MAY REQUIRE A DEPOSIT. All payments due in U.S. currency.

Commercial Warranty

This warranty applies to all shipments made from HMC Enterprises LLC – known as Howard/McCray or "McCray" after May 1, 2014 **Customers must obtain a service authorization number (SA) for ALL WARRANTY CLAIMS.**

ONE YEAR PARTS & LABOR WARRANTY McCray warrants to the original purchaser of every new McCray refrigerated unit, the cabinet and all parts thereof, to be free from defects in material workmanship, under normal and proper use and ROUTINE Maintenance as specified by McCray and upon proper installation and start up by a commercially qualified refrigeration company in accordance with the instruction packet supplied with each McCray unit. McCray's obligation under this warranty is limited to a period on one (1) year from date of original installation or 15 months after shipment from McCray, whichever comes first.

Any parts covered under this warranty that are determined by McCray to have been defective within three (1) years from date of installation or (15) months after shipment from McCray, whichever occurs first, is limited to the repair or replacement, including labor charges or defective parts or assemblies as outlined in the labor & parts Warranty Schedule

Warranty does not cover household use or normal wear & tear items such as gaskets, light bulbs & broken glass. Failure to register the unit in the warranty program will void the warranty. Failure to clean the condenser on a weekly basis will also void the warranty. Warranty does not cover issues caused by improper installation, lack of maintenance or effects of Mother Nature such as floods, lighting storms or other damaging situations.

5 YEAR COMPRESSOR WARRANTY

In addition to the five (5) year warranty above, McCray warrants its compressors, hermetically & semi-hermetically sealed compressors to be free from defects in both material and workmanship under normal and proper use and maintenance service for a period of five (5) years from date of installation or five (5) years & three (3) months from date of shipment. Compressors found defective during the first fourteen (14) must be returned to the Authorized Refrigeration Supply Company for an exchange. If the compressor is over fourteen (14) months, McCray "Reserves the Right" to exchange or replace the compressor with a compressor of similar age. After two (2) years, compressor replacements will be prorated based on the remaining age of the compressor. See our Warranty Schedule for full details. The five year warranty only applies to the compressor and no other parts even those related to the compressor. FAILURE to CLEAN the condenser routinely will void this warranty

WARRANTY CLAIMS

McCray's sole obligation under this warranty is limited to either 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. This is a commercial warranty and does cover use in a non commercial establishment

WHAT IS NOT COVERED BY THIS WARRANTY

Damaged goods are not to be returned to the factory. Claims for damages must be made by the consignee with the carrier. Howard/McCray assumes no responsibility for damage while in transit.

NON-CONSEQUENTIAL DAMAGES

McCray is not responsible for economic loss, profit loss or special, indirect or consequential damages, including without limitation, losses or damages arising from food or product spoilage claims, whether or not, they were caused by refrigeration failure.

WARRANTY IS NOT TRANSFERABLE

This warranty is not assignable and applies only in favor of the original purchaser/user to whom the product was delivered. Any such assignment or transfer shall void the warranties herein made and shall void all warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.

IMPROPER USE

McCray assumes no liability for parts or labor coverage for component failure or damages resulting from usage, installation or failure to clean and/or maintain as set forth in the warranty packet provided with the unit. Condensing coils **MUST BE CLEANED WEEKLY**.

ALTERATION, NEGLIGENCE, ABUSE, MISUSE, ACCIDENT, DAMAGE DURING TRANSIT OR INSTALLATION, FIRE, FLOOD OR OTHER ACTS OF GOD

McCray is not responsible for the repair or replacement of any parts McCray determines have been subjected after date of manufacture to alteration, neglect, abuse, misuse, accident, damage during transit or installation, fire, flood or acts of God.

IMPROPER ELECTRICAL CONNECTIONS

McCray is not responsible for repair or replacement of failed or damaged components resulting from electrical power failure, the use of extension cords, low voltage or voltage drops or spikes to the unit.

NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

There are **NO OTHER WARRANTIES**, expressed, implied or statutory, except the one (1) year parts and labor and five (5) year compressor warranty as described above. These warranties are exclusive and in lieu of all other warranties, including implied warranty and merchantability or fitness for a particular purpose. There are no warranties which extend beyond the description on the face hereof

OUTSIDE U.S.

This warranty does not apply to and McCray is not responsible for, any warranty claims made on products sold or used outside the United States.

Technical Service call at 1-800-344-8222 or email at techservice@howardmccray.com.

Damage

Damaged goods are not to be returned to the factory. Claims for damages must be made by the consignee with the carrier. Howard/McCray assumes no responsibility for damage while in transit.

SHIPMENT

When feasible, preferred carrier will be used; however, we reserve the right to ship via any responsible carrier.

Rate charges or discrepancies are between carrier and consignee.

Returns are not acceptable unless authorized by the factory main office, in writing. **If return is authorized by factory a handling charge of 35% will apply. Returned equipment must be in original factory crate and in new condition, subject to factory inspection.**

All weights are approximate. Howard/McCray does not warrant actual weight.

Inquire from our office about export crating charges, crate sizes, cube, and other pertinent data.