

# LIMITED WARRANTY

Southern Pride Distributing, LLC (“Southern Pride”) warrants to the original purchaser that any original part found to be defective in material or workmanship will, at Southern Pride’s option, subject to provisions hereinafter stated, be replaced with a new or rebuilt part. The labor warranty, provided only in the U.S.A., remains in effect one (1) year from installation or fifteen (15) months from the shipping date, whichever occurs first. Southern Pride will bear normal labor charges performed by an authorized Southern Pride service agent during standard business hours, and excluding overtime, holiday rates or any additional fees. The parts warranty remains in effect for one (1) year from installation or fifteen (15) months from the shipping date, whichever occurs first. All warranty parts ship via standard ground delivery service.

This warranty does not cover the following:

- Improper installation, delivery or maintenance.
- Failure of the Product if it is abused, misused, or used for other than intended purpose.
- Products which are not defective or broken, or which are working as described in the Owner’s Manual.
- Damage to the Product caused by accident, fire, floods, or acts of God.
- Damage caused by services performed by unauthorized service companies.
- Service calls to correct the installation of your Product or to instruct you how to use your Product.
- Expenses for making the Product accessible for servicing.
- Replacement of consumable parts; belts, gaskets, light bulbs, etc.

## NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION

To the extent permitted by law, neither Southern Pride nor any company/individual affiliated with it makes any warranties, representations, conditions or promises express or implied as to the quality, performance or freedom from defect of the smokers covered by these warranties other than those set forth above, and **NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER’S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON THE PRODUCTS ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL SOUTHERN PRIDE OR ANY COMPANY/INDIVIDUAL AFFILIATED WITH IT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.** In no event shall Southern Pride be liable for loss of use, loss of revenue or profit, or loss of product, or for any indirect, incidental or consequential damages.

## LIMITATION OF LIABILITY

Southern Pride will not be liable under any circumstances for any incidental, consequential or special damages, including without limitation any lost profits or labor costs, arising from the sale, use or installation of the products, from the products being incorporated into or becoming a component of another product or from any other cause whatsoever, whether based on warranty (expressed or implied) or otherwise based on contract, on tort or any other theory of liability, and regardless of any advice or representations not in writing that may have been rendered by Southern Pride concerning the sale, use or installation of the products. In the event the above warranty fails to correct purchaser’s performance problems caused by defects in workmanship and/or materials, purchaser’s exclusive remedy shall be limited to payment by Southern Pride of actual damages in an amount not to exceed the amount paid for the smoker

## IF YOU NEED SERVICE

To secure warranty service, the purchaser must (1) report the equipment defect to their authorized Southern Pride distributor and request warranty service within the applicable warranty term; (2) present evidence of the warranty start date with a valid proof of purchase; and (3) make the Product available within a reasonable time.

Should your problem not be solved to your complete satisfaction by your authorized Southern Pride distributor, you should contact Southern Pride at PO Box 354, Alamo, TN 38001, Phone: 1-800-437-2679. When contacting the manufacturer, the following information will be requested: (a) Model and serial number of the Product, (b) Address where the Product is installed, (c) Name and address of the installer and any service agency that performed service on the Product, (d) Date of original installation and dates any service work was performed, (e) Details of the problems as you can best describe them, (f) List of people, with dates, who have been contacted regarding your problem.