

# AMPTO™ - GENERAL WARRANTY STATEMENT

For best service, all warranty claims must to be reported in the warranty AMPTO™ website section shown in following link

#### https://www.ampto.com/pages/warranty-claims-service-support

Warranty: AMPTO™, America Parts and Tools Inc. warrants all new equipment installed within the United States of America (only contiguous states) to be free from defects in material or workmanship, under normal and proper use and maintenance as specified by AMPTO™ and upon proper installation and startup in accordance with the instruction's manual supplied with each unit.

Warranty shall not cover standard wear and tear of parts or issues caused by improper installation or lack of basic preventative maintenance. AMPTO<sup>TM</sup> shall bear no responsibility for parts or labor coverage for component failure or other damages resulting from improper usage, installation, or maintenance as described in the owner's manual.

Warranties for equipment are non-transferable.

For further details see Damages, Alteration and Connection sections below.

Warranty Specifics per Brand / Line:

AMPTO™: AMPTO™ warrants to the original purchaser of all new equipment to be free from defects in material or workmanship, under normal and regular usage and operation for a period of one (1) year for parts and labor, from the date from legal dealer invoice properly showing a serial number, but in no event can't exceed eighteen (18) months from the date of shipment from the factory, unless specified otherwise.

MORETTI FORNI®: AMPTO™ warrants to the original purchaser of all new equipment bearing the name MORETTI FORNI® to be free from defects in material or workmanship, under normal and proper use and maintenance service as specified by AMPTO™ upon proper installation and start-up in accordance with the instruction packet supplied with



each unit. AMPTO<sup>TM</sup> obligation under this warranty is limited to a period of one (1) year in parts and (1) year in labor, legal dealer invoice properly showing a serial number, but in no event can exceed eighteen (18) months from the date of shipment from the factory, unless specified otherwise.

**BEZZERA:** AMPTO™ warrants to the original purchaser of all new equipment bearing the name BEZZERA® to be free from defects in material or workmanship, under normal and proper use and maintenance service as specified by AMPTO™ upon proper installation and start-up in accordance with the instruction packet supplied with each unit.

Professional Machines units have included the water filter and MUST be installed.

Installation must be coordinated and performed by an approved and/or certified service provider.

AMPTO™ obligation under this warranty is limited to a period of one (1) year in parts and (1) year in labor, legal dealer invoice properly showing a serial number, but in no event can exceed eighteen (18) months from the date of shipment from the factory, unless specified otherwise.

**TEKNA:** AMPTO™ warrants to the original purchaser of all new TEKNA® units to be free from defects in material or workmanship, under normal and proper use and maintenance service as specified by AMPTO™ and upon proper installation and start-up in accordance with the instruction packet supplied with each unit. AMPTO™ obligation under this warranty is limited to a period of one (1) year in parts and (1) year in labor, from the date from legal dealer invoice properly showing a serial number, but in no event can exceed eighteen (18) months from the date of shipment from the factory, unless specified otherwise. Additional (2) two-year warranty on compressor, from shipment date from AMPTO™. Compressor warranty applies to the compressor only, no labor. Warranty coverage is limited to the repair and/or replacement, including labor charges, and travel charges within 100 miles round trip.

**METAL SUPREME:** Metal Supreme warrants to the original purchaser of all new equipment to be free from defects in material or workmanship, under normal and regular usage and operation for a period of one (1) year for parts and labor, following the date, from the date from legal dealer invoice properly showing a serial number, but in no event can't exceed eighteen (18) months from the date of shipment from the factory, unless specified otherwise.



**Exception:** countertop fryers are one (1) year for parts only; following the date from dealer invoice, but in no event can't exceed eighteen (18) months from the date of shipment from the factory, unless specified otherwise.

GAS EQUIPMENT: associated freight and/or installation charges shall not be included with the replacement. Exceptions to above warranty are: (A) Damages resulting from shipping, handling, or abuse. (B) Incorrect installation and/or connections. (C) Adjustments or calibration of any thermostats or timers. (D) Lack of regular maintenance or cleaning of any internal or external part(s). (E) Replacement of any wearable items such as: baskets, grills, knobs, etc. (F) Excessive soot accumulation due to poor gas conditions. (G) Poor results due to: excessive or inadequate temperature(s) or gas pressure conditions (H) Failure to follow manual's lighting instructions, maintenance and/or usage.

The labor warranty shall include standard straight time labor charges only and reasonable travel time, as determined by AMPTO<sup>TM</sup> service provider agreement. Please refer to the brand / Line in question for full warranty details.

Claims & Limitations: All claims for labor or parts and/or both must be made directly through AMPTO™ using the website form in warranty claim section. Direct emails will not count for official warranty claim. All claims should include model number and serial number of units, proof of purchase, date of installation, and all pertinent information supporting the existence of the alleged defect. In case of warranted compressor, the original purchaser must provide a technical report to AMPTO™ stating the part is failed to perform its duty, non-functioning or malfunctioning. All claims should be filed within 30 days of completed repair or the warranty claim could be refused. All other warranties, either express or implied, arising under law or equity or custom of the trade, including but not limited to, warranties or merchantability or fitness for a particular purpose, are excluded.

AMPTO<sup>TM</sup> liability on any claim, including but not limited to negligence, shall not exceed the price of the equipment that gives rise to the claim. In no event shall AMPTO<sup>TM</sup> be liable for any other damage or loss, including, but not limited to, loss of products, loss of profits, loss of sales, loss of use of equipment, claims of Buyer's customers, cost of capital, cost of down time, cost of substitute equipment, facilities, or services, or any other special, incidental, or consequential damages regardless of whether or not they result from equipment failure.

Warranty Limitation. This part and labor warranty is the sole warranty policy offered by AMPTO<sup>TM</sup>. AMPTO<sup>TM</sup> sole obligation under this warranty at its discretion is limited to either repair or replacement of parts and is subject to the limitations listed below. Non-Transferrable: This warranty is not assignable and applies only in favor of the original



purchaser/user to whom the equipment was delivered. Any such assignment or transfer shall void the warranties herein and shall void all warranties, express or implied, including any warranty of merchantability or labor coverage for component failure. Alteration, neglect, misuse, abuse, accident, damage during transit or installation, vandalism, terrorism, wind, flood, fire, or Acts of God: AMPTO<sup>TM</sup> is not responsible for the repair or replacement of any parts that are determined to have been subjected after the date of manufacture to alteration, neglect, misuse, abuse, accident, damage during transit or installation, vandalism, terrorism, wind, flood, fire, or Acts of God. Furthermore, AMPTO<sup>TM</sup> is not responsible for the repair or replacement of any unit which is found to have used non factory specified and/or original components, Improper electrical, water or gas connection, connection maintenance and equipment maintenance. AMPTO<sup>TM</sup> is not responsible for the repair or replacement of failed or damaged equipment and/or components resulting from improper installation and maintenance of either electrical, water or gas connections and their maintenance as it relates to the usage of equipment.

Warranty and Service Coverage: This warranty does not apply to, and AMPTO™ is not responsible for, any warranty claims made on products sold or used outside the United States of America (contiguous states only). Parts are exempt, however, in case of warranted parts, the original purchaser must provide a technical report to AMPTO™ stating the part is failed to perform its duty, non-functioning or malfunctioning. For rural areas, AMPTO™ will cover up to a maximum 100 miles round trip. Should additional distance be needed, written approval is required.

- Food Trucks, Food Trailers and Mobile Kitchens: Six (6) Months Limited Parts & Labor Warranty: AMPTO™ provides six (6) months limited parts and labor warranty from the time of purchase for any new equipment that is installed in any kind of mobile vehicles, not limited to, trucks, trailers, food trucks, or boats. AMPTO™ assumes no liability for parts or labor coverage for component failure or other damages resulting from installation in non-commercial or residential building applications. Any equipment that has been altered, modified or utilized in any manner other than how the equipment has originally been designed, or to be used will have the warranty nullified and voided automatically. Application of this exception to AMPTO™ general warranty policy is wholly under AMPTO™ discretion.
- Residential: AMPTO™ assumes no responsibility or liability for any parts, or labor coverage for component failure, or other damage for units installed in residential and/or non-commercial applications. AMPTO™ equipment is intended for commercial use only and this warranty is void if the equipment is installed anywhere other than commercial applications.



All parts shipment under warranty condition will be ship by Ground Service. (Exclude any expedited shipment) Extra Rush shipment and will be charged to the end user or a dealer.

# **RETURNS**

Returns without an authorization number from AMPTO<sup>TM</sup> will not be accepted. To request a return authorization, please go to our website and fill the form in the return section <a href="https://www.ampto.com/pages/returns">https://www.ampto.com/pages/returns</a>

After RMA# need to wait the approval from AMPTO to proceed.

\* All return requests must be received within 30 days from date of invoice and received in our warehouse within 45 days from days from date of invoice.

# CONDITIONS FOR RETURN OF AN UNUSED ITEM OR ORDER CANCELLATION:

- The return must be requested within 30 days from date of invoice of the item(s).
- The unit must be in its original packaging (pictures are required).
- The purchase order number, reason for return, and the serial number(s) of the unit are required.
- Freight costs must be covered by the dealer or the end user.
- A 35% restocking fee will apply.

#### **CONDITIONS FOR FREIGHT DAMAGE:**

A thorough physical inspection of the unit(s) is required upon delivery, prior to signing the BOL. Any damages to the box(es), crate(s) or unit(s) must be clearly notated on the BOL. All freight damage cases must be analyzed by the Returns Department before accepting any return. Any claim must be reported maximum 24 hours after received the unit.

#### ACCEPTED FREIGHT:



All damages must be notated on the BOL.

PO number, serial number, pictures, and written details of the damaged unit must be provided in order to process the return.

#### REFUSED FREIGHT:

In the event of refused freight, please notify us at ASAP if a replacement is required. (https://www.ampto.com/pages/returns)

#### CONCEALED DAMAGE:

Concealed damage can only be filed within 2 business days of the unit being delivered.

Provide the PO number, serial number, and pictures of the box, crate and unit in order for the case to be analyzed. (Please note that most of the time, these claims are declined, therefore it is very important the units are inspected before signing the BOLs).

All claims must be reported in the following link <a href="https://www.ampto.com/pages/returns">https://www.ampto.com/pages/returns</a>

#### RETURN OR REPLACE OF USED OR DEFECTIVE ITEMS

If the item you received is defective, open a claim in the AMPTO™ website, and wait for contact from our service department; they will evaluate the issue and schedule a service call if needed.

AMPTO<sup>TM</sup> will only accept returns of used items if the service department concludes that the unit is not repairable and that the issue is a manufacturer defect. After this approval, end user need to provide the information requested in the following form

#### AMPTO- RETUNR- CREDIT CARD FORM

(<a href="https://drive.google.com/file/d/1521cFOFanCjzqwt4iFKOOG-0PKCMc0v8/view?usp=sharing">https://drive.google.com/file/d/1521cFOFanCjzqwt4iFKOOG-0PKCMc0v8/view?usp=sharing</a>)

## **Exclusion from Warranty terms**

Specific items excluded from warranty:

#### Chart 1.1

LINE / BRAND	Exclude from Warranty	Special time warranty
Ampto™: Beverage	Bowl, bowl cover, bowl	Impeller: 90 days warranty
Dispenser and Slush	gasket, faucet, piston and	on. (part only)
machine	faucet gasket.	



Ampto™: Band Saw	Band Saw blades	No warranty
Metal Supreme: Rottiserie Ovens	Glass Doors	No warranty
Moretti Forni	Glass Doors, Bulbs, Bricks and Covers	Bulbs: 90 days warranty (part Only)
Tekna	Glass Shelves, door or any glass panel.	Bulbs and Light: 90 days warranty (part Only)
IM44/2 (IM44DUS) and IM60/2 (IM60DUS) and others 3ph Spiral Mixers	Loosing Hooks for wrong bowl and hook rotation	No warranty
Bezzera	Accessories, handles, gaskets, seals, grinder burrs	No Warranty

## **Bezzera Warranty exclusions:**

- Failure to use an AMPTO<sup>TM</sup> certified service provider for repairs or installation
- Any problems associated with inadequately treated water.
- Incorrect voltage (voltage for 220 V machines should not drop below 208 V or go above 245 V)
- Improper water hook-up
- Lack of adequate drainage system
- Failure to follow daily and weekly cleaning procedures
- Grinder adjustments or taste profiling adjustments
- Normal wear and tear parts (i.e. gaskets, seals, grinder burrs)
- Tampering by unauthorized personnel
- Damage, casualty, or abuse
- Neglect
- Relocation or re-installation without prior written consent.
- Any problems associated with machine having been frozen



In no event shall AMPTO<sup>TM</sup> be liable for any other damage or loss including, but not limited to: lost profits, lost sales, loss of use of equipment, claims of warranty holder's customers, cost of capital, cost of downtime, cost of substitute equipment, or any other special, incidental, or consequential damages.

## Export and Any other non-contiguous state.

Need to open a claim in our website, <a href="https://www.ampto.com/pages/warranty-claims-service-support">https://www.ampto.com/pages/warranty-claims-service-support</a> and wait for the service department contact. The condition in all lines is Warranty only on parts, for one year from Ampto™ invoice, Fob Miami. Part excluded in the Chart 1.1

AMPTO™ reserves the right to change the terms and conditions of these Policies at any time without any prior notice. It also reserves the right to change the design and specifications of its equipment or any related documentation at any time. The end user is not entitled to upgrades or refunds resulting from these changes.

These Warranty Terms and Conditions were last updated on March 1st, 2023.

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