



## USA & Canada Sales Conditions and Limited Warranty

Picard Ovens, inc. warrants its equipment to be free from defect in material and factory workmanship under normal use for (1) one year from the date of the original Installation at the end client location to the original client. All warranty service must be performed by Picard pre-approved service company.

### Warranty call procedures:

Business hours 8h30 am to 17h00 (Eastern Time): (please note our office close at 16h00 on Friday)

***Please call the factory and ask for the service department (1-855-395-5252).*** The service department will issue a work order# and put you in contact with one of our pre-approved service company.

Outside Business hours 17h00 am to 8h30 am (Eastern Time):

***Please call the factory (1-855-395-5252). You will be redirected to a service company of your region or to our 24/7 technical support.***

### Client Responsibilities:

- The client must inspect the equipment and crates at their delivery.
- Damage during transportation must be reported directly to the transportation company and to Picard Ovens.
- The client must be present on site during the installation day. Any damage to the oven during installation must be reported to Picard Ovens. Damages during installation must be reported timely to Picard and be claimed to the installation company. Picard has no obligation to cover those damages.
- When installation of Picard equipment is made by an authorized dealer or any other person than one of Picard' employees, even in the presence of a Picard supervisor, the dealer or person installing shall be the only person responsible of any faulty installation of the equipment, no warranty being given by Picard on an installation performed by any person other than one of Picard's own employees. No labor warranty applies in such cases.
- All necessary utilities must be installed to code by a licensed contractor and ready at start up.
- All Installations must be made by authorized service technicians and in accordance to the instructions furnished with the unit. The client must supply proof of the installation and the initial start-up by filling out the forms furnished at the back of the owners users guide, dually signed by both the client and the service technician as witness that all required steps and verifications were successfully carried out and the installation is acceptable to the client. The form may be faxed or emailed to Picard Ovens at the coordinates found at the bottom of the next page.

### Precisions and limitations of liability:

This warranty is conditioned upon the following terms:

- The successful registration of the installation and start up forms.
- Terms of payment have been met.
- The equipment has not been accidentally or intentionally damaged, altered, misused or abused.
- Warranty coverage is at the sole discretion and is the exclusive right of Picard Ovens.
- Warranty replacement parts will be sent out under the authority of Picard Ovens, prepaid freight, expedited in the most rapid manner possible. It is the responsibility of the client to return all defective parts to the factory for proper warranty credit to be reimbursed. Picard will cover freight cost for returning defective parts.

In the event of warranty claim or otherwise, the sole obligation of Picard Ovens shall be to repair and / or to replace equipment or equipment components, at their own discretion. Such repair or replacement shall be at the expense of Picard Ovens with the exception of travel over 160 miles or two hours, overtime and holiday charges which shall be at the clients expense. Any repairs or replacement of equipment or its parts, under this warranty does not constitute an extension of the original warranty for any period.



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Picard Ovens liability on any claim of any kind, including claims based on warranty, expressed or implied, contract, negligence, strict liability or any other theories shall be solely and exclusively the repair or replacement of the product as stated herein, and such liability shall not include, and purchaser specifically renounces any rights to recover, special, incidental, consequential or other damages of any kind whatsoever, including, but not limited to, injuries to persons or damage to property, loss of profits or anticipated profits, or loss of use of the product.

Damages are limited to the original purchase price.

### Exclusions:

- Any damage incurred during transportation.
- Use of any high pressure cleaning equipment will void this warranty.
- Air and gas burner adjustments.
- Fuse replacement.
- Retightening of screws and fasteners;
- Normal cleaning and maintenance functions: including lubrication or greasing.
- Parts that would normally wear or need replacement under normal use (example: light bulbs, fuses, thermo-couples, belts and filters).
- In the event that:
  - There is failure or malfunction of the equipment or any of its components caused by abnormal or improper use or the failure is otherwise not attributable to a material or manufacture defect.
  - Any failure caused by improper use, including but not limited to improper shelf loading.
  - The equipment has been altered from its original factory condition.
  - The rating plate has been removed, altered or obliterated.
  - The equipment has been improperly maintained. Proper maintenance is the responsibility of the client.
  - Any parts that become defective because of utility services (power surges, high or low voltages, high or low gas pressure of volume, contaminated fuel or improper utility connections).

This warranty shall not apply if the equipment or any part is damaged as a result of accident, casualty, alteration, misuse, abuse, improper cleaning, improper installation, improper operation (including improper tray loading resulting in shelf jams, natural or manmade disasters). In no event shall Picard Ovens be held liable for direct, incidental or consequential damages arising out of or resulting from the operation of this equipment.

Picard assumes no liability for any contingent or consequential damages incurred by the client, including but not limited to down time, loss of business, damage or product loss.

***In the event that the client denies access to an authorized technician (whom has been scheduled to make a service call) upon their arrival, releases Picard Ovens from of any and all warranted obligations and all expenses incurred are the sole responsibility of the client.***

***Note: Oven facades, windows, light bulbs, granite or baking stones are not covered under this warranty.***

In case of any litigation or claim whatsoever regarding this Limited Warranty, the only competent courts shall be the ones of the judicial district of Drummondville, province of Quebec, Canada. This Limited Warranty and all sales agreements for the equipment shall be construed, interpreted and executed in accordance with the laws in force in the province of Quebec, Canada.

### Call or email:

Telephone: 819-395-5151  
Toll Free: 855-395-5252  
Fax: 819-395-5343  
Email: [info@picardovens.com](mailto:info@picardovens.com)