

VISION

To become the preferred provider of profitable food service solutions to a select group of prestigious companies around the world.

MISSION

To provide solutions to and partner with our key customers to satisfy their needs by:

LISTENING to the needs of the customer and delivering solutions through superior products and services that will increase satisfaction and profitability

HELPING our customers reduce cost by building products and services into solutions

PERFORMING as the flexible partner that customers can always count on to deliver proven and profitable food service solutions

TAKING educated and formulated risk to affect change resulting in long-term growth for our customers and our company

TREATING both employees and customers with integrity, respect and dignity

BEING the best and most innovative at what we do.

PURPOSE

To help feed and care for people.

STRATEGY

To deliver proven, profitable food service solutions through experience and integration in design, equipment manufacturing, new products, on-time execution, customer service and partnerships worldwide.



Your Solutions Partner

LIMITED WARRANTY

The **DUKE MANUFACTURING CO.** warrants to the Purchaser of this product that the same shall be free from defects in material and workmanship for a period of one (1) year. The warranty period commences with the date of installation, or six (6) months from date of shipment from the factory, whichever is sooner. Refrigeration compressors carry an additional four (4) year replacement warranty, not to include labor and freight. **DUKE MANUFACTURING CO.** will bear the labor and parts expense during the warranty period, which applies only to products used within the United States, Canada, and Mexico. All labor and parts expense after the expiration of the warranty shall be the responsibility of the end user.

All warranty labor is to be authorized by the factory. All defective parts covered by warranty must be properly packaged and returned to the factory designated on Duke's **RETURN GOODS AUTHORIZATION** form. This form must be requested prior to such return. Restocking charge of 20% applies to goods. Invoices totaling \$50.00 net or less are nonreturnable. All inquiries concerning this warranty or any return of goods must be directed to **DUKE MANUFACTURING CO.**, 2305 N. Broadway, St. Louis, MO 63102.

Duke Counter Top Warmers (ACTW-I) must be taken to an authorized service provider for ALL warranty services.

The warranty includes travel time to portal, not to exceed 100 miles round trip, or two hours total travel time. The warranty requires that all labor must be performed during regular work hours. Overtime premiums will be charged to the owner. The warranty does not apply to any equipment or component parts which have been subjected to shipping damage, improper voltage, improper installation, alteration, abuse, or misuse. The warranty does not cover routine maintenance activities, any failure that results from lack of, or improper equipment maintenance activities. The warranty does not cover any loss of business profits, any loss of food or other products, or damage to property due to electrical, gas or mechanical malfunction or to any incidental or consequential damages of Purchaser or any third party. Damage due to floods, fire or other acts of God also are not covered.

DUKE MANUFACTURING CO.'s liability hereunder is limited to the purchase price of the goods. Purchaser's sole and exclusive remedy is the repair, replacement, or refund of the purchase price on nonconforming goods or parts.

To the extent allowed by law, any express warranties or any implied warranties or merchantability or fitness are limited to the replacement guarantee above and any other warranty is disclaimed.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Purchaser. This warranty gives the Purchaser specific legal rights. Purchaser may also have other rights, which may vary from state to state.



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DUKE MANUFACTURING CO.
2305 N. Broadway • St. Louis, MO 63102
800.735.3853 • 314.231.1130
314.231.5074 fax
www.dukemfg.com

Please Reference New "Pricing Index" for All List Pricing and LTL Freight Classifications
Freight Classifications are subject to change without notice

LIMITED WARRANTY

Gas and Electric Convection Ovens

The **DUKE MANUFACTURING CO.** warrants to the original buyer that its Convection Ovens shall be free from defects in workmanship and materials for the period specified in this warranty.

STANDARD PRODUCT WARRANTY PERIOD

1 Year, Limited Parts and Labor

10 Year, Limited Door Warranty

OPTIONAL 2 YEAR LIMITED PARTS AND LABOR WARRANTY

The warranty period commences with the date of installation of the oven, or six (6) months from date of shipment from the factory, whichever is sooner. All labor and parts expenses after expiration of the warranty shall be the responsibility of the end user. **DUKE MANUFACTURING CO.** will bear the labor and parts expense during the warranty period, which applies only to products used within the United States, Canada, and Mexico.

The warranty includes travel time to portal, not to exceed 100 miles round trip or two hours total travel time. Repairs to the oven due to abuse, misuse, handling or harsh chemical action are not covered. Removal of the identification rating plate voids the warranty, as does operation at incorrect voltage. Unauthorized modifications made to the oven by any party also void the warranty. Damage due to floods, fire or other acts of God also are not covered. This warranty does not cover routine maintenance activities, any failure that results from lack of, or improper equipment maintenance activities. Adjustments, such as leveling, calibration or tightening of fasteners normally associated with the installation related to plumbing, electrical or gas connections, are the responsibility of the installer.

The door to the oven is warranted for a period of ten (10) years, with the exception of wear items and the glass window. No labor, travel, or adjustments are included in the 10-year warranty.

To the extent allowed by law, any express warranties or any implied warranties of merchantability or fitness are limited to the replacement guarantees above and any other warranty is disclaimed.

Certain states disallow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Purchaser. This warranty gives the Purchaser specific legal rights. The Purchaser may also have other rights, which vary from state to state. This warranty and the obligations assumed by **DUKE MANUFACTURING CO.** are exclusive and in lieu of all other liabilities and warranties, expressed or implied. **DUKE MANUFACTURING CO.** shall not be liable, directly or indirectly, for consequential or incidental damages, including, but not limited to, any loss of business profits. Damages incurred or suffered from, in connection with repairs made to the oven by persons or firms not specifically authorized to do so by **DUKE MANUFACTURING CO.** are not the responsibility of **DUKE MANUFACTURING CO.**

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Your Solutions Partner

Placing Your Order

DUKE MANUFACTURING CO. takes pride in its eight decades of service, not only in the fine quality of foodservice equipment manufactured, but also in its people. At Duke, we have an inside staff of Sales and Engineering personnel whose sole responsibility is to serve you, our customer. Whether helping you place an order, solve a problem or answer a question about our products, we are as convenient to you as our web site, e-mail, or toll-free number. And because we want to serve you in the most efficient manner possible, below are some helpful hints for you so we can do just that... better serve you.

Helpful Hints for Faster Service

When calling about an order, our sales order form on the facing page has some very valuable information that can help us give you quicker service. This includes:

- (1) **ORDER NUMBER** - When checking on an order, the order number is an important reference to provide.
- (2) This is where **YOUR DEALER NUMBER** is - and every Dealer we serve has a different number. If you become familiar with YOUR number, we can give you faster service, even when you are placing an order. (This number also helps us differentiate those dealers who have several locations or branches. Each location has been given a different number.)
- (3) **SHIP DATE** - If you are simply checking on the status of an order, please let us know what our estimated ship date is on your acknowledgment; we will quickly verify its accuracy.
- (4) **PLANT ORIGIN** - We manufacture our products in two (2) different locations; if you tell us which plant your order indicates for shipment, we can really speed things up.



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Placing Your Order



DUKE MANUFACTURING CO.
 2105 N. BROADWAY PHONE (314) 231-1130
 ST. LOUIS, MO 63102 FAX (314) 231-5074
 www.dukemfg.com
 Duke Manufacturing Co. Southern Engineering
 C-Store Chain Group

SALESMAN'S ACKNOWLEDGEMENT

SALES ORDER

ORDER NO.	1
ORDER DATE	
CUSTOMER NO.	2
PAGE	
REVISION #	
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TERMS: 1% 10 DAYS - NET 30 DAYS.
 A SERVICE CHARGE INTEREST PENALTY OF 1.5% PER
 MONTH APPLIES TO ALL DELINQUENT ACCOUNTS.

CUSTOMER PURCHASE ORDER NUMBER	TERR.	SALESMAN	SHIPPED FROM					
			4					
CR. CODE	SHIPPER NOTE	SHIP VIA (ROUTING)	MARK FOR					
			3					
CATALOG NUMBER	DESCRIPTION	QTY	UNIT PRICE	DISCOUNT AMOUNT	NET PRICE	EXTENDED PRICE	EXTENDED DISCOUNT AMOUNT	NET PRICE
THE GOODS AND SERVICES COVERED BY THIS INVOICE ARE BEING SOLD ONLY IN ACCORDANCE WITH THE TERMS AND CONDITIONS PRINTED WITHIN THIS DOCUMENT THEREOF WHICH TERMS AND CONDITIONS HAVE BEEN ASSENTED TO BY BUYER UNLESS BUYER HAS NOTICED SELLER IN WRITING WITHIN TEN DAYS AFTER RECEIPT OF SELLER'S ACKNOWLEDGEMENT.						SUBTOTAL		
						FREIGHT		
						2% SURCHARGE		
						TOTAL		

Page: 1

- When pricing has been quoted by factory, please include quotation number on order.
- When ordering electric units, please give model number, voltage and phase required.
- When ordering gas units, please give model number and specify LP or NAT.

All prices in this book are F.O.B Factory and subject to change without notice. All orders are subject to acceptance by the St. Louis office only. Each section in this price book indicates FOB point for shipping. Duke Manufacturing Co. ships from the following locations:

ST. LOUIS, MO 63102 • SEDALIA, MO 65301

Please Reference New "Pricing Index" for All List Pricing and LTL Freight Classifications
www.dukemfg.com



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Terms and Conditions

1. No terms or conditions, other than those stated herein, and no agreement or understanding, oral or written in any way purporting to modify these terms or conditions, whether contained in Buyer's purchase or shipping release forms or elsewhere, shall be binding on Seller unless hereafter made in writing and signed by its authorized representative. No order, whether written or oral, shall result in a contract unless it is accepted and acknowledged in writing by Seller at Seller's office in St. Louis, Missouri. All proposals, negotiations, and representations, if any, made prior, and with reference hereto, are merged herein.

2. Prices are F.O.B. Factory, St. Louis, MO, or Sedalia, MO, and therefore title to the equipment passes from Seller to the Buyer at the time the carrier makes the pick up at the factory. Buyer must sign the freight receipt noting damage when suspected or evident. Concealed damage must be reported to the carrier, in written form, within ten (10) days of buyer's initial discovery of such damage. Consignee must file all claims with carrier. Any charges at destination for spotting, switching, handling, storage, and other accessorial services, and demurrage, shall be incurred by the Buyer.

3. Written authority must be obtained from Seller prior to return of any merchandise. Shipping charges must be prepaid by the Buyer on such returned goods. A credit will be issued upon receipt of the merchandise based on the original invoiced price less a 20% restocking and rehandling charge, provided that the merchandise is received in saleable condition. This charge applies to standard products only. Products and accessories modified as to design, special dimensions, etc., are not subject to cancellation or return for credit. Product must be returned in acceptable packaging to protect from damage.

4. Within a period of one (1) year from date of factory shipment of equipment, Seller will supply, without charge, replacements for any defective parts or component material, upon demonstration to its satisfaction that a breach of warranty exists. This warranty applies to parts or component material only. Warranty does not include labor or service beyond 30 days. (See Seller catalog for complete warranty, from which the above is only an excerpt.)

5. Seller will replace, at the delivery point specified herein, any product furnished hereunder that is found to be defective or otherwise fails to conform to the conditions of this contract or any warranty expressed in or implied from this contract, or, at Seller's option, Seller will repay the price paid for such product plus any transportation charges paid by Buyer in addition to such price. Claims must be made within ten (10) days following delivery of the product to Buyer, and Seller must be given a reasonable opportunity to investigate. Buyer's remedies with respect to any product furnished by Seller hereunder that is found to be defective or otherwise not in conformity with this contract, or with any warranty expressed in or implied from this contract, shall be limited exclusively to the right to replacement thereof or to repayment of the purchase price paid, as above provided.

6. The terms of payment and delivery as described herein shall be effective from date of invoice.

7. Payments shall be made at par in legal tender of the United States of America. Buyer shall make such arrangements for payment as Seller shall from time to time require, and Seller may suspend production, shipment or delivery until such arrangements are made.

8. To the extent legally permissible, all present and future taxes imposed by any federal, state, or local authority which Seller may be required to pay or collect upon or with reference to the sale, purchase, transportation, delivery, storage, use, or any consumption of products or services, including taxes upon or measured by the receipts therefrom (except net income and equity franchise taxes), shall be incurred by the Buyer.

9. Seller reserves the right to start manufacturing an order at any time after its acceptance, or upon receipt of an approved drawing when such is required or requested by the Buyer or by Seller. If any change in specifications is subsequently made at the request of the Buyer, or a cancellation is requested by the Buyer, any expense incurred up to point of change or cancellation shall be charged to and paid by the Buyer.

10. In the event Buyer fails to pay the indebtedness incurred hereunder, Buyer agrees to pay all costs of collection incurred by Seller, including reasonable attorney's fees, regardless of whether litigation is commenced.

11. Except in the particulars specified by Buyer and expressly agreed to in writing by Seller, the products furnished hereunder shall be produced in accordance with Seller's standard practices. All products, however, including those produced to meet an exact specification, shall be subject to the following: plant tolerances and variations consistent with good plant practice in respect to dimensions, weight, straightness, section, composition and mechanical properties, and to normal variations in surface and internal conditions and in quality; deviations from tolerances and variations consistent with practical testing and inspection methods; and regular plant practice on over and under shipments.

12. Where plant inspection is made by Buyer, Buyer's inspectors shall be deemed the agent of the Buyer with authority to waive specified tests and details of test procedures and to accept products as conforming to this contract with respect to all characteristics of such products for which such inspection is made.

13. Seller reserves the right to ship all or any part of the products from any shipping point of the Company, including the shipping point or points specified herein. If Seller exercises such right, Seller may adjust the prices stated herein to reflect plant prices and extras in effect at the point of shipment and on products priced at destination, actual transportation from such point. If any such changes result in an increase in the delivered cost of the products at the named destination, Buyer, within ten (10) days of notification thereof, shall have the right to cancel by written notice to Seller that portion of this contract to which such increase is applicable.

14. Seller is not liable for any delay or failure in performance due to fire, explosion, strike or other difference with workmen, strike of utility, facility, material or labor, delay in transportation, breakdown or accident, compliance with or action taken to carry out the intent or purpose of any law or regulation, or any cause beyond Seller's reasonable control. Seller shall have such additional time within which to perform this contract as may be reasonably necessary under the circumstances and shall have the right to apportion its product among its customers in such manner as it may consider to be equitable.

15. Seller shall not be liable under any circumstances, whether on a claim or breach of warranty, breach of contract, negligence or any other claim whatsoever, for consequential damages including, but not limited to, lost profits or incidental damages or special damages.

16. Seller shall indemnify Buyer for all direct and actual damages recovered from Buyer by a third person in any legal proceedings for infringement of United States Letters Patent due to the products furnished hereunder, provided that Buyer promptly notifies Seller of the claimed infringement, permits Seller to assume the defense thereof, and cooperates with Seller with respect to such defense. If Seller elects not to assume the defense, Seller shall also indemnify Buyer for all expenses incurred in the defense of such infringement action. In the event products furnished hereunder are produced under special specifications of Buyer not customarily followed by Seller, no liability under this paragraph shall arise against Seller. In like manner, Buyer agrees to save Seller harmless from patent infringements resulting from Seller's compliance with designs and/or specifications (unless originating with Seller) now or hereafter forming a part of this contract or with specific written instructions given by Buyer for the purpose of directing the manner in which Seller shall perform this contract.

17. Waiver by Seller or Buyer of any breach of these provisions shall not be construed as a waiver of any other or subsequent breach.

18. Any clause required to be included in a contract of this type by any applicable law or administrative regulation having the effect of law shall be deemed to be incorporated herein.

19. This contract shall be governed and interpreted according to the laws of the State of Missouri. Any arbitration shall be commenced and held in St. Louis County, Missouri. The parties expressly agree to resolve all disputes through binding arbitration according to the rules of the American Arbitration Association, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Missouri.



Your Solutions Partner

Return Goods Policy

RETURN GOODS POLICY

DUKE MANUFACTURING CO. will accept the return of standard catalog items as follows:

Requests for returns must be in writing and require written authorization in the form of a Return Materials Authorization. Credit will be issued less a 20% restocking charge (may be reduced if a replacement unit is ordered). This charge will be based upon the net invoice price at the time of the original invoice. The item must be returned to our factory, freight prepaid, in new condition, and in the original carton. This policy applies to equipment not over sixty (60) days old. If the original packaging is not available, Duke will advise on acceptable packaging or can furnish packaging at an additional cost.

At the sole discretion of **DUKE MANUFACTURING CO.** older equipment may be accepted at the standard restocking charge plus any charges needed to update or restore the unit to new condition. Custom and/or modified equipment, equipment built to buyer's specifications, and used equipment are not returnable. Equipment found to be used or damaged will not be accepted for return goods credit and will be returned to sender at their expense.

When ordering, be sure to give complete information: Model Number, Size, Specifications and Accessories, if any.

All prices are F.O.B. Sedalia, MO 65301, or St. Louis, MO 63102.

Sight-draft bill of lading is required unless prior arrangements are made before acceptance of order by **DUKE MANUFACTURING CO.**

Open account terms: Net 30, subject to credit department approval.

Any applicable Federal, State or Municipal taxes will be added to our prices.

Minimum order - \$50.00.

DUKE MANUFACTURING CO.
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