

## **Texas Original Pits n' Smokers or Grill LIMITED WARRANTY**

Texas Original Pits ("TOP") are guaranteed to be free from defects in material and workmanship, when utilized for normal residential use, and when the ("TOP") has been setup, cleaned and maintained in accordance with factory recommendations. This Limited Warranty covers parts deemed defective by Texas Original Pits ("TOP") (the "Company") only, and does not cover any labor costs for diagnosis, troubleshooting, removal, installation, export duties, or shipping, freight or other transportation to or from the Company.

**The Texas Original Pits ("TOP") must be registered with the Company within 30 days of purchase for the warranty to be valid.** Please register electronically here: <https://www.texasoriginalpits.com/warranty-registration-form> or fill out and return the warranty form below, with a copy of the sales receipt, to:

Texas Original Pits  
TOPS Warranty Registration  
P.O. Box 273041  
Houston, Texas 77277

Whether you register electronically or by mail, you should retain the sales receipt and other proof of original purchase, as this may be required for claims under this Limited Warranty.

This Limited Warranty coverage is as follows:

- The main cooking chamber is warranted against burn through for 10 years from the manufactured date of the Texas Original Pits , or from the original purchase date, with proof of purchase.
- All other components not specifically listed above, are warranted for 6 months from the manufactured date of the Texas Original Pits , or from the original purchase date, with proof of purchase.

The Company's sole obligation under this Limited Warranty shall be to repair or replace, at its option, any part deemed defective upon examination by the Company, upon claims received by the Company during the specific warranty periods outlined above. Customer must obtain approval from the Company before performing any service or repair by submitting a warranty claim under this Limited Warranty. The Company is not obligated under this Limited Warranty following any unauthorized service or repair work and is not responsible for the charges of any repairs beyond repair or replacement, at its option, of covered warranty claims. Repair or replacement of any parts will not extend the original warranty coverage.

- This Limited Warranty is transferable for the duration of the specific warranty periods outlined above.
- To make a warranty claim under this Limited Warranty, the owner must notify the Company for troubleshooting, and subsequent instructions, as to service and replacement of defective part(s) prior to attempting repair of the Texas Original Pits .
- The model number, serial number and manufacturer date of the Texas Original Pits must accompany any request for warranty. For warranty claims made outside the warranty periods commencing on the manufacture date but otherwise covered by the period commencing on the original purchase date, a proof of purchase shall accompany any request for warranty, unless previously submitted to the Company.
- This Limited Warranty does not apply to damage caused by abuse or use of the product for purposes other than that for which it is designed. If damage is caused by lack of proper use, assembly, cleaning, maintenance, installation, accidents, natural disasters, by unauthorized third party attachments and/or modifications, by unauthorized service, or during shipment, this Limited Warranty is not applicable.
- The Limited Warranty is void on any Texas Original Pits being used in any commercial or food service setting (including but not limited to restaurant or catering use).
- This Limited Warranty does not cover damage from normal wear and tear from use of the Texas Original Pits (for example, scratches, dents, dings and chipping) or changes in the appearance of the Texas Original Pits that do not affect its performance.

- This Texas Original Pits must be operated, cleaned and maintained at all times in accordance with the instructions in the Owner's Manual. This Limited Warranty will not apply if your product has not been assembled, operated, cleaned and maintained in strict accordance with the manufacturer's instructions, or placed in accordance with minimum clearances as listed in the Owner's Manual.
- A copy of the Owner's Manual may be found on-line at <https://www.TexasOriginalPits.com>.
- Performance problems due to operator error will not be covered by the Limited Warranty.
- As this is a grill/smoker, the interior may experience changes in color of surface finish. This is not a flaw and as such is not covered under this Limited Warranty.
- Burning anything other than premium food wood or charcoal fuel for the Texas Original Pits shall void this Limited Warranty.
- There is no written or implied performance warranty on any Texas Original Pits, as the manufacturer has no control over the assembly, operation, cleaning and maintenance or the type of fuel burned.
- High ambient temperatures, excessive humidity, chlorine, industrial fumes, fertilizers, lawn pesticides, acid and salt are some of the substances that can affect metal coatings. For these reasons, the Limited Warranty DOES NOT COVER PAINT, RUST OR OXIDATION, unless there is a loss of structural integrity on the grills components during the specific warranty coverage period.
- The Company will not be responsible for performance issues caused by environmental conditions.
- The Company will not be responsible for performance issues caused by normal wood or charcoal fuel.
- Damage to painted surfaces caused by scratches, melted items, drips/spills, external scores and residues left on these surfaces from the use of marinades, seasonings, oils, brines, abrasive cleaners, polishes or other BBQ products is not covered in this Limited Warranty.
- Any modifications including holes, screws, and any other sheet metal changes to the product will void this Limited Warranty.
- You are responsible for any costs of shipping related to claims under this Limited Warranty. Original parts required by the Company to be returned must be returned prepaid.

There are no express warranties other than the limited warranties stated herein above. No warranties whether express or implied, including, but not limited to, any implied warranties of merchantability of fitness for a particular purpose shall extend beyond the respective warranty periods described above.

The Company shall not be liable for any direct, indirect, special, consequential, incidental, or punitive damages; lost profits or loss of use or interruption of business regardless of the form of action or theory of liability resulting from any defect in, or use of, any Texas Original Pits, accessories and/or heating elements. In no event shall the Company's obligations exceed the purchase price of the unit. This Limited Warranty gives the customer specific legal rights and the customer may have other rights which vary from state to state. In consideration of this Limited Warranty, the customer agrees that any dispute related to any Texas Original Pits, or this Limited Warranty, shall be conducted in Harris County, Texas and subject to Texas law.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC RIGHTS WHICH MAY VARY FROM STATE TO STATE. THE LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, STATUTORY OR OTHERWISE, EXPRESS OR IMPLIED, ALL OTHER REPRESENTATIONS MADE BY THE COMPANY OR ANY THIRD PARTY DISTRIBUTOR OR RETAILER AND ALL OTHER OBLIGATIONS OR LIABILITIES WITH RESPECT TO THE UNIT COVERED BY THIS LIMITED WARRANTY WHICH, AT THE TIME OF PURCHASE OR AT ANY TIME IN THE FUTURE, MAY BE MADE AGAINST THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS. EXCEPT as expressly provided herein, THE COMPANY gives no other express or implied warranties relating to fitness for USE OF THE UNIT; merchantability of the UNIT, fitness for a particular purpose of the UNIT, quality of the UNIT; or condition of the UNIT. THE COMPANY'S obligations shall not exceed its obligation expressly set forth in THIS LIMITED WARRANTY.

For warranty claims, please verify you have registered your cooker within 30 days of purchase to validate your warranty. Contact Texas Original Pits Customer Service via email at [sales@TexasOriginalPits.com](mailto:sales@TexasOriginalPits.com) or by calling 713-369-3138, and You will be asked the model of your cooker, the serial number, your name, shipping address and contact phone number, and a detailed description of the issue or problem.

**Texas original Pits** <https://www.TexasOriginalPits.com/>  
**Texas Original Pits Sales:** [sales@texasoriginalpits.com](mailto:sales@texasoriginalpits.com) or **713-369-3138**

Texas Original Pits  
227 Hambrick Rd  
Houston, Texas 77060

## Warranty Registration Form

Register online at <https://www.texasoriginalpits.com/warranty-registration-form> or complete and return this Warranty Registration form, along with a copy of your sales receipt, within 30 days of purchase, to:

**Texas Original Pits**  
**Texas Original Pits Warranty Registration**  
**P.O. Box 273041**  
**Houston, Texas 77277**

All Fields are required

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_

State/Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Model: \_\_\_\_\_

Serial Number: \_\_\_\_\_

Manufactured Date: \_\_\_\_\_

Purchase Date: \_\_\_\_\_

Place of Purchase: \_\_\_\_\_