Limited Warranty for Ice Storage Bins

KOOLAIRE

LIMITED WARRANTY

Koolaire®, a division of Manitowoc FSG Operations, LLC ("Company"), warrants the new Ice Storage Bin sold by Company shall be free of defects in material or workmanship under normal and proper use and maintenance as specified by the Company and upon proper installation and start-up in accordance with the instruction manual supplies

WHAT IS COVERED

- Parts and Labor for a period of thirty-six (36) months

The Ice Storage Bin warranty begins on the date of the original installation. This warranty shall not apply to any Ice Storage Bin initially installed more than five (5) years from the serial number production date.

The obligation of the Company under this warrant is limited to the repair or replacement of parts, components, or assemblies that in the sole opinion of the Company are defective. This warranty is further limited to the cost of parts, components or assemblies and standard straight time labor charges at the servicing location.

Time and hourly rate schedules as published from time to time by the Company apply to all service procedures. Additional expenses including without limitation, travel time, overtime premium, material costs, accessing or removal of the Ice Storage Bin or shipping are the responsibility of the Purchasers, along with all maintenance, adjustments, cleaning and ice purchase. Labor covered under this warranty must be performed by an approved Company contracted Service Representative or a refrigeration service agency as qualified and authorized by the Company's local Distributor. The Company's liability under this warranty shall in no event be greater than the actual purchase price paid by the purchaser for the Ice Storage Bin.

EXCLUSIONS FROM COVERAGE

- Repair or replacement of parts required because of misuse, improper care or storage, negligence, alteration, use of incompatible supplies or lack of specified maintenance shall be excluded.
- Normal maintenance items. Failures caused by adverse environmental, water conditions or improper drainage.
- Improper or unauthorized repair
- Any Ice Storage Bin that has been installed and or maintained inconsistent with the instructions provided by the Company
- Parts subject to damage beyond the control of the Company, or to the Ice Storage Bin's which have been subject to accidents, damage in shipment, fire, floods, other hazards acts of God that are beyond the control of the Company.
- This Limited warranty shall not apply if the Ice Storage Bin is modified with parts and assemblies other than those manufactured by the Company, un less the Company approves these modifications for specific locations in writing prior to the commencement of the modification.

LIMITATIONS OF LIABILITY

The preceding paragraphs set forth the exclusive remedy for all claims based on failure of , or defect in , Ice Storage Bins sold hereunder, whether the failure or defect arises before or during the warranty period and whether a claim, however instituted , is based on contract, indemnity, warranty, tort (including negligence), strict liability ,implied by statute, common-law or otherwise, and Company and agents shall not be liable for any claims for personal injuries or consequential damages or loss, howsoever caused. Upon the expiration of the warranty period, all such liability shall terminate. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SAHLL APPLY, COMPANY DOES NOT WARRANTY ANY PRODUCTS OR SERVICES OF OTHERS.

REMEDIES

The liability of Company for breach of any warranty obligation hereunder is limited to: (i) the repair or replacement of the Ice Storage Bin on which the liability is based, or with respect to services, re-performance of the services; or (ii) at Company's option, the refund of the amount paid for the said equipment or services, Any breach by Company with respect to any item or unit or equipment or services shall be deemed a breach with respect to any item or unit of equipment or services shall be deemed a breach with respect to that item or unit or service only.

WARRANTY CLAIM PROCEDURE

Customer shall be responsible to:

- Complete and return warranty registration card or register on line within five (5) days from the installation date.
- All warranty service must be performed by an approved Koolaire contracted or authorized Service Representative. To schedule a service appointment contact your local Koolaire Service Representative or visit us at www.kool-aire.com to find a Service Representative near you.

GOVERNING LAW

This Limited Warranty shall be governed by the laws of the state of Wisconsin, USA, excluding their conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty.

For factory assistance contact:

Manitowoc Foodservice-Ice Machine Division

2110 South 26th Street, P.O. Box 1720

Manitowoc, WI 54221-1720

Telephone: 920-682-0161

Fax: 920-683-7585

Website: www.kool-aire.com

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