

SERV-WARE PRODUCTS LIMITED LABOR AND PARTS WARRANTY REFRIGERATORS AND FREEZERS

Serv-Ware Products warrants to the original owner/user that any Refrigerator or Freezer manufactured by Serv-Ware Products ("the products") shall be free of defects in material or workmanship under normal and proper use and maintenance service as specified by Serv-Ware Products and upon proper installation (not to exceed 120 days from date of original shipment) and start-up in accordance with the instruction manual supplied with the Product. **The obligation of Serv-Ware Products and the rights and remedies of the owner/user under this warranty are exclusively limited to (1) the repair or replacement, including labor charges, of parts or assemblies that in Serv-Ware Products opinion are defective within one year after the original date of installation; and (2) the repair or replacement, excluding labor charges, of a compressor that in the opinion of Serv-Ware Products is defective during the four year period after the one year warranty period.** The labor warranty shall include standard straight time labor charges at the product location only and shall exclude charges for travel time, mileage or other premium charges. Any labor service required to fulfill the warranty obligation must be performed by a refrigeration service company qualified and accepted by Serv-Ware Products.

This warranty does not include parts or labor coverage for component failure or other damage resulting from:

- External electrical power failure or miswiring to Product for any reason.
- Adverse operating conditions as set forth in the owner/user manual for the Product.
- Failure to clean and/or maintain Product as set forth in the owner/ user manual for the Product.

All claims for labor or parts must be made through Serv-Ware Products. The defective part for which labor reimbursement is claimed, together with the service invoice, must be returned to the Serv-Ware Products within fifteen days from the date of service to be eligible for labor and parts warranty coverage. All replacement parts must be approved Serv-Ware Products parts. Incidents of failure that do not require replacement of a part shall be explained in sufficient detail on the service invoice to identify the failure. All claims shall include the product model number, serial number, original date of installation and customer identification.

The foregoing warranty shall not apply to (1) any part or assembly (a) that has been altered, modified, or changed, (b) that has been subjected to misuse, abuse, neglect or accidents, or (c) any Product on which the serial or model number has been removed or altered, or (2) any Product that has been installed and /or maintained inconsistent with Serv-Ware Product's technical publications, or (3) any Product that has been installed or is located outside the standard warranty coverage area. Warranty valid in United States only. Contact factory for warranty in other countries.

"LIMITATION OF LIABILITY AND OTHER WARRANTIES"

Serv-Ware Products assumes no liability for misuse or inadequate maintenance of the Product. **In no event shall the user be entitled to recover incidental or consequential damages, including but not limited to, damages for inconvenience, food loss, rental or replacement equipment, loss of profits, or other commercial loss.**

Warranties stated above are the only warranties made in connection with the sale and distribution of the Products. **ANY AND ALL OTHER EXPRESSED, STATUTORY AND IMPLIED WARRANTIES APPLICABLE TO THE PRODUCT INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE ARE EXPRESSLY DISCLAIMED.**

The warranty information set forth above shall be governed by and construed in accordance with the laws of the State of North Carolina and, if applicable, the laws of the United States of America. The warranty, as stated, is extended only to the original owner/user and is not assignable.



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