

VOGT® HES SERIES TUBE-ICE® MACHINE BASIC PRODUCT WARRANTY

*Effective as of
2015*

Vogt Ice, LLC. hereinafter referred to as SELLER, warrants every **Vogt Tube-Ice® Machine Model HES20, HES30, and HES40** to be free from defects in material and workmanship, if properly installed, maintained and operated under normal use for a period of 36 months from date of original installation (within 90 days of shipment from SELLER'S plant) or 36 months from date of shipment from SELLER'S plant if the SELLER does not have an accepted start-up form on file. The obligation of the SELLER under this warranty is limited to the repair or replacement of parts or assemblies that in the SELLER'S opinion are defective, F.O.B. the factory.

In addition to the component warranty explained above, the SELLER will pay straight time labor to repair or replace a defective component when failure occurs within 36 months from the date of original installation provided that the SELLER has an accepted start-up form on file. Such service can only be performed by a SELLER approved service representative or a refrigeration service agency as qualified and authorized by the SELLER'S distributor. The date of installation for both the component and labor warranties will be determined by the SELLER from an accepted machine start-up form. **To secure prompt and continuing warranty service, the start-up form must be fully completed and sent to the SELLER within thirty (30) days from the installation date.** The above labor warranty applies only to the original end user and for machines installed in the **UNITED STATES OF AMERICA** and is not applicable to remote air cooled condensers or ice spreader kits.

The component and labor warranties are not applicable to installation related components such as remote air-cooled condenser lines, bins, external electrical components and external water and drain lines. **Loss of refrigerant and replacement thereof is not covered by this warranty.**

Time and hourly rate schedules, as published by the SELLER, apply to all service procedures. Additional expense including, but not limited to, overtime premium, travel time, material cost, accessing of the Tube-Ice® machine, is the responsibility of the owner, along with all maintenance, adjustments, cleaning and ice purchases.

Any alteration in material or design of SELLER'S product or component parts thereof by PURCHASER or others without written authorization by SELLER, problems with the electrical supply, water supply, flood, storm or other acts of God will void all obligations of SELLER regarding the product and any associated warranty herein stated or implied.

SELLER'S sole liability shall be exclusively as set forth herein, and SELLER shall not be liable for any incidental or consequential damages due to its breach of any warranty herein contained, or otherwise. Without limitation to the foregoing, in no event shall SELLER be liable for the loss of the product or for the loss of use of any other product, process, plant, equipment, or facilities of the PURCHASER whether partially or wholly due to defects in

material and/or workmanship and/or design of SELLER'S product, and in no event shall SELLER be liable for removal of appurtenances or incidentals such as connections, pipework and similar items of obstruction or for any cost brought about by the necessity of removing the product from its point of installation.

SELLER makes no warranty of any kind whatsoever, express or implied, other than as specifically stated herein; and there are no warranties of merchantability and/or fitness for a particular purpose which exceed the obligations and warranties specifically stated herein.

FIVE-YEAR EXTENDED WARRANTY

At the termination of the three year component warranty period above, SELLER hereby extends this warranty for two years to cover **COMPRESSORS AND CUTTER ASSEMBLIES, EXCLUDING THE CUTTER BEARINGS AND DRIVE TRAINS.** The five year compressor parts warranty shall not apply when the Tube-Ice® machine is installed or modified with a condenser or a heat reclaim device other than those sold by SELLER unless SELLER has accepted modifications for specific installations in writing. Compressor warranty is limited to one replacement. Additional failures within the warranty period subject to review by factory. *The extended warranty, as it applies to the COMPRESSOR covers only those machines installed in THE UNITED STATES OF AMERICA AND IT'S TERRITORIES.*

LIFETIME WARRANTY*

This component warranty is further extended for the life of the machine to cover the EVAPORATOR (FREEZER), FRAME, CIRCULATING WATER TANK AND REFRIGERANT RECEIVER, EXCLUDING GAGE GLASS ASSEMBLIES AND VALVES. Damage to evaporator tubes as a result of expansion caused by re-freezing of ice or corrosion damage due to water quality is specifically excluded.

These extensions of warranty and the labor warranty apply only to **VOGT® TUBE-ICE® MACHINE MODELS HES20, HES30 and HES40** for the exclusive use of the PURCHASER or original end user, as defined above. All other obligations, terms and conditions of the Basic Product Warranty apply to the Extended Warranty.

****"Lifetime" is defined as 25 years. Vogt® and Tube-Ice® are registered trademarks of Vogt Ice, LLC, 1000 West Ormsby Ave., Louisville, Kentucky 40210**