

VOGT® MODELS P112F, P118F & P18XFT, P18AL TUBE-ICE® MACHINE BASIC PRODUCT WARRANTY

*Effective as of
2013*

Vogt Tube Ice, LLC, hereinafter referred to as SELLER, warrants every **Vogt Tube-Ice® Machine Model P112F, P118F, P18XFT and P18AL** to be free from defects in material and workmanship, if properly installed, maintained and operated under normal use for a period of **12** months from date of original installation or **12** months from date of shipment from SELLER'S plant if SELLER does not have an accepted start-up form on file.

SELLER'S obligation under this warranty shall be strictly limited, at SELLER'S option, to: (i) repairing or furnishing replacement parts on an exchange basis, F.O.B. Louisville, Kentucky, without charge to the PURCHASER or original end-user, hereinafter referred to as PURCHASER; or (ii) issuing written authorization for PURCHASER or others to replace or repair, without charge to PURCHASER, those parts proven defective upon examination by SELLER; or (iii) in discharge of SELLER'S maximum liability herewith, refunding all monies paid by PURCHASER to SELLER for the product and, at discretion of SELLER, having the product removed and returned to SELLER at PURCHASER'S expense. All transportation charges relative to corrective work, defective parts or replacement parts shall be borne by PURCHASER. PURCHASER shall give SELLER immediate notice upon discovery of any defect. The undertaking of repairs or replacement by PURCHASER or its agents without SELLER'S written consent shall relieve SELLER of all responsibility herewith.

The component warranty is 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.

Any alteration in material or design of SELLER'S product or component parts thereof by PURCHASER or others without written authorization by SELLER voids 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.

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 apply only to **VOGT® TUBE-ICE® MACHINE MODELS P112F, P118F, P18XFT and P18AL** for the exclusive benefit 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.

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*Lifetime" is defined as 25 years.

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