

VOGT® MODULAR ICEMAKER SERIES, CB RAKES, CHILLER, HP/MHP/ATS/FTS SERIES TES UNITS BASIC PRODUCT WARRANTY

2016

Vogt Tube Ice LLC, hereinafter referred to as SELLER, warrants to the original Purchaser from SELLER or the original end-user, hereinafter referred to as PURCHASER, every Vogt® MHGA, MHGF, MCLA, MCLF; CB49, CB50, CB59, CB75, CB87 Rakes; HTDX 48" / 72" / 96" / 144" Chillers, and HP / MHP / ATS / FTS TES Series to be free from defects in material and workmanship, if properly installed, maintained and operated, for a period of 12 months from date of original installation or 18 months from date of shipment from SELLER'S plant if SELLER does not have a start-up form on file whichever occurs first.

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 PURCHASER those parts proven defective upon examination by SELLER; or (ii) issuing written authorization for PURCHASER or its agents 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 or 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.

LOSS OF REFRIGERANT AND REPLACEMENT THEREOF IS NOT COVERED BY THIS WARRANTY.

Any alteration in material or design of SELLER'S product or any 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 use 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 DOES NOT MAKE AND DOES NOT AUTHORIZE ANY OTHER PERSON TO MAKE ANY WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, ORALLY OR IN WRITING, 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.

Parts furnished without charge as replacements for original parts under warranty are warranted only for that period of time during which the original parts warranty is effective. Damage to any component due to water quality is specifically excluded from this warranty.

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