

Three Year Limited Warranty — Parts And Labor

The Delfield Company (“Delfield”) warrants to the Original Purchaser of the Delfield product (herein called the “Unit”) that such Unit, and all parts thereof, will be free from defects in material and workmanship under normal use and service for a period of three (3) year from the date of shipment of the Unit to the Original Purchaser or three (3) year from the date of installation if registration is completed, not to exceed a total of 48 months from date of shipment from Delfield. During this three year warranty period, Delfield will repair or replace any defective part or portion thereof returned to Delfield by the Original Purchaser which Delfield determines was defective due to faulty material or workmanship. During this one year warranty period, Delfield will, subject to the limits set forth below, pay labor, crating, and freight incurred in the removal of the Unit of defective component and shipment to Delfield. A maximum of 1-hour is allowed to diagnose a defective component. A maximum of 1-hour is allowed for retrieval of parts not in stock. A maximum travel distance of 100 miles round trip and 2-hours will be reimbursed. Overtime, additional labor hours due to local regulations (e.g., fire watch support), installation/start-up, normal control adjustments, general maintenance, glass breakage, freight damage, delayed site entry because of security or hours of operation and/or correcting an end-user installation error will not be reimbursed under warranty unless pre-approved with a Service Work Authorization from Delfield. Delfield will pay the return costs if the Unit or part thereof was defective.

The term “Original Purchaser” as used herein means that non-residential person, firm, association, or corporation for whom the Unit was originally installed. Residential work is not covered by Delfield Warranty and residential customers will be responsible for labor and/or transport of FAS repair.

This warranty does not apply to any Unit or part thereof that has been subjected to misuse, neglect, alteration, or accident, such as accidental damage to the exterior finish, operated contrary to the recommendations specified by Delfield; or repaired or altered by anyone other than Delfield in any way so as to, in Delfield’s sole judgment, affect its quality or efficiency. This warranty does not apply to any Unit that has been moved from the location where it was originally installed. This warranty also does not cover the gaskets or the light bulbs used in the Unit. The warranty is subject to the user’s normal maintenance and care responsibility as set forth in the Service and Installation Manual, such as cleaning the condenser coil, and is in lieu of all other obligations of Delfield. Delfield neither assumes, nor authorizes any other person to assume for Delfield, any other liability in connection with Delfield’s products.

Removal or defacement of the original Serial Number or Model Number from any Unit shall be deemed to release Delfield from all obligations hereunder or any other obligations, express or implied.

Parts, components and accessories furnished by suppliers to Delfield are guaranteed by Delfield only to the extent of the original manufacturer’s express warranty to Delfield. Failure of the Original Purchaser to receive such manufacturer’s warranty shall in no way create any warranty, expressed or implied, or any other obligation or liability on Delfield’s part in respect thereof.

Under no condition does this warranty give the Original Purchaser the right to replace the defective Unit with a complete Unit of the same manufacturer or of another make. Unless authorized by Delfield in writing, this warranty does not permit the replacement of any part, including the compressor, to be made with the part of another make or manufacturer.

No claims can be made under this warranty for spoilage of any products for any reason, including system failure. No claims can be made under this warranty if malfunction of the auto-fill results in damages to surrounding products. During an auto-fill part malfunctions, the auto-fill part itself is under warranty and to be replaced.

The installation contractor shall be responsible for building access,

entrance and field conditions to insure sufficient clearance to allow any hood(s), vent(s), or Unit(s) if necessary, to be brought into the building. Delfield will not be responsible for structural changes or damages incurred during installation of the Unit or any exhaust system. Delfield shall not be liable in any manner for the delay in service due to lack of accessibility to the Unit. The customer is responsible for charges incurred for removal, or access to, a Unit to be serviced.

Solid surface & stone (natural and created) surfaces are warranted to arrival at one single destination. Warranty does not apply to any material mishandling, installation, accidental damage or use. All stone surface materials made from natural materials are inherent and hold unique characters. This is to be expected and not covered under warranty.

Delfield shall not be liable in any manner for any default or delay in performance hereunder caused by or resulting from any contingency beyond Delfield’s control, including, but not limited to, war, governmental restrictions or restraints, strike, lockouts, injunctions, fire, flood, acts of nature, short or reduced supply of raw materials, or discontinuance of the parts by the original part manufacturer.

This warranty does not apply to electronic controls damaged during or after cleaning, rinsing or wiping Units with water, chemicals or other cleaning product.

Except as provided in any Additional Two Year Protection Plan, if applicable, and the Service Labor Contract, if applicable, the preceding paragraphs set forth the exclusive remedy for all claims based on failure of, or defect for Delfield products 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 Delfield and its 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, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY, DELFIELD DOES NOT WARRANT ANY PRODUCTS OR SERVICES OF OTHERS

This warranty supersedes and excludes any prior oral or written representations or warranties. The sole and exclusive remedies of any person relating to the Unit, and the full liability of Delfield for any breach of this warranty, will be as provided in this warranty.

Other than this Delfield Three Year Limited Warranty, any applicable Delfield Additional Two Year Protection Plan or applicable Delfield Service Labor Contract, the Original Purchaser agrees and acknowledges that no other warranties are offered or provided in connection with or for the Unit or any other part thereof. The liability of Delfield for breach of any warranty obligation hereunder is limited to: (i) the repair or replacement of the Delfield Product on which the liability is based, or with respect to services, re-performance of the services; or (ii) at Delfield’s option, the refund of the amount paid for said equipment or services. Any breach by Delfield 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

IN NO EVENT WILL DELFIELD BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR DAMAGES IN THE NATURE OF PENALTIES.

If shipment of a replacement part is requested prior to the arrival in the Delfield factory of the part claimed to be defective, the Original Purchaser must accept delivery of the replacement part on a C.O.D. basis, with credit being issued after the part has been received and inspected at Delfield’s plant and determined by Delfield to be within this warranty.