



LIMITED ORIGINAL COMMERCIAL EQUIPMENT WARRANTY

Vulcan, a division of ITW Food Equipment Group LLC (“Vulcan”) warrants to the original end-user (the “Purchaser”) that it will convey new Vulcan-branded products (the “Product(s)”) free and clear of all liens, security interests and encumbrances created by, through or under Vulcan. Vulcan further warrants to the Purchaser that for a period of one (1) year from the date of original installation (the “Warranty Period”, as modified below), under normal use and given proper installation and maintenance as determined by Vulcan, the Products: (a) will conform to mutually agreed upon written specifications or other descriptions; and (b) will be free from substantial defects in material and workmanship.

This warranty is limited to Product(s) sold by Vulcan to the original user in the continental United States (including Alaska and Hawaii) and Canada. Dealer shipments of Product(s) outside the 50 states and Canada are not covered under this warranty agreement. Original installation must occur within 18 months of the date of manufacture, and proof of the installation date must be provided to Vulcan. The Product(s) must be located at the original installation location.

In the event of a breach of the warranties set forth above (the “Warranties”), Vulcan will, at Vulcan’s option and as Vulcan’s sole liability and Purchaser’s sole remedy (subject solely to Fry-Tank remedies listed below), repair, replace or credit Purchaser’s account for, any Product that fails to conform to the Warranties, provided that (the following proviso is herein referred to as the “Warranty Limitations”) (i) during the Warranty Period Vulcan is promptly notified in writing upon discovery of such failure with a detailed explanation of any alleged deficiencies; (ii) Vulcan is given a reasonable opportunity to investigate all claims; (iii) Vulcan’s examination of such Product confirms the alleged deficiencies and that the deficiencies were not caused by accident, misuse, neglect, normal wear and tear, improper installation, unauthorized alteration or repair or improper testing, subjected to harsh chemical action or poor water quality, damaged by flood, fire or other acts of nature, or which have altered or missing serial numbers and (iv) with respect to any repair, Vulcan will bear normal labor charges incurred in the repair or replacement of a warranted Product (and purchaser is responsible for time and travel charges in excess of 50 miles (100 miles round trip) of unauthorized service agency). No Products may be returned to Vulcan until inspection and approval by Vulcan. Thermostats on ranges must have a calibration attempt made before a replacement will be covered under the foregoing Warranties.

The Warranty against defects does not apply to:

1. Consumable components or ordinary wear items;
2. Use of the Products with equipment, components or parts not specified or supplied by Vulcan or contemplated under the Product documentation;
3. Periodic maintenance of equipment, including but not limited to lubrication, replacement of worn blades, knives, stones, knobs, accessories and miscellaneous expendable supply items, and other adjustments required due to installation set-up or normal wear,
4. Adjustments such as calibrations, leveling, tightening of fasteners or utility connections normally associated with original installation,

The length of the “Warranty Period” for the following items is modified as follows:

- A. Rubber seals, light bulbs and gaskets: **90 days**;
- B. Heating elements on drawer warmers, chip warmers, cook and hold ovens, and holding and transport cabinets: **10 years**;
- C. Heating elements on models 1024, 1036 and 1048: **90 days**;
- D. Refrigeration compressor part: **7 years**;
- E. For Vulcan steamers with a ScaleBlocker® Water Filtration System, the fill solenoids, cooling water solenoids, drain solenoids, probes, elements, high limit thermostat, preheat thermostat and atmospheric steam generator shell on such steamers: **2 years**; provided that for such steamers installed in K-12 schools within the United States, the “Warranty Period” for such components is **3 years** (all subject to the Steamer with ScaleBlocker® limitations listed below); and
- F. Original Vulcan replacement parts (other than those expressly listed in this paragraph); **90 days** from the parts invoice date. The part cost only is covered and does not include freight or labor charges.



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Fry Tanks

For the fryers listed below, the following applies solely to the fry tanks included therein (and all other components and parts of these Products are subject solely to the above).

LG and VEG Series Fryers – Fry Tank:

If the fry tank is found to be leaking within the first year of operation from date of installation and the leak is verified by an authorized service agency, the entire fryer will be replaced by Vulcan. The replacement fryer will be warranted for the balance of the original warranty. For fry tanks found to be leaking that are over 1 year and under 3 years from the date of installation, 50% of the current selling fry tank price, plus labor, freight and mileage will be the responsibility of the Purchaser. For fry tanks found to be leaking that are over 3 years and under 5 years from the date of installation, 75% of the current selling fry tank price, plus labor, freight and mileage will be the responsibility of the Purchaser. After 5 years – no fry tank part warranty.

CEF, ER, GR, TR, VK and VHG (QuickFry™) Series Fryers – Fry Tank:

If the fry tank is found to be leaking within the first two years of operation from date of installation and the leak is verified by an authorized service agency, the fry tank will be replaced by Vulcan. For fry tanks found to be leaking that are over 2 years and under 10 years from the date of installation and verified by an authorized service agency, the fry tank part price will be covered. Labor, freight and mileage will be the responsibility of the Purchaser. After 10 years – no fry tank part warranty.

VFRY Series Fryers – Fry Tank:

If the fry tank is found to be leaking within the first two years of operation from date of installation and the leak is verified by an authorized service agency, the fry tank will be replaced by Vulcan. The replacement fryer will be warranted for the balance of the original warranty. Fry tanks found to be leaking that are over 2 years and under 5 years from the date of installation and verified by an authorized service agency, the fry tank part price will be covered by Vulcan. Labor, freight and mileage will be the responsibility of the Purchaser. After 5 years – no fry tank part warranty.

The remedies provided above are Vulcan's sole liability and Purchaser's sole remedy under this Warranty for all fry tanks, and are, in each case, subject to the Warranty Limitations.

Vulcan Steamers with ScaleBlocker® Water Filtration System

For all Vulcan steamers supplied with a ScaleBlocker water system, all warranties contained herein (including for all components and parts of such steamers and for the extended Warranty Periods referenced above) are valid solely to the extent that Purchaser (a) timely registers this Warranty with Vulcan, (b) only uses the applicable Vulcan-branded water cartridges and filtration system components (as any other branded cartridges or knockoffs voids the Warranties); (c) has the steamer correctly configured for local water conditions (meaning the installer or Purchaser must verify water quality using the supplied test strips and forward a site condition form to Vulcan for evaluation and further recommendations from Vulcan (which must be adhered to if provided by Vulcan)); and (d) timely performs all preventative maintenance actions specified in the Product's Installation and Operation Manual (a contemporaneous written record of which must be maintained by Purchaser), including, without limitation, replacing the cartridge with the applicable Vulcan water cartridge replacement at least once every 6 months, using a carbon block filter which must be changed annually and proper/timely deliming processes. Failure to provide such site condition form to Vulcan or to comply with any recommendations made by Vulcan or to maintain written records of all required preventative maintenance measures will void the Warranties for such Product. All references in any Product Installation and Operation Manual to conduct, acts or omissions that void a Product's warranty are incorporated by reference herein, and all such conduct, acts or omissions shall automatically void the Warranties.

EXCEPT AS SET FORTH HEREIN, VULCAN MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE). Vulcan shall not be liable, and owner waives all claims against Vulcan, for indirect, incidental, special, punitive or consequential damages, down time, lost profits or commercial losses, whether or not based upon Vulcan's negligence or breach of warranty or strict liability in tort or any other cause of action. In no event will Vulcan's liability under this warranty or in connection with its products or services exceed the purchase price of the



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specific products or services as to which the claim is made. The Warranties are given only to the first purchaser from a Vulcan Authorized Channel of Distribution, and these Warranties are not given to subsequent transferees. Vulcan does not recommend or authorize the use of any Product in a non-commercial application, including but not limited to residential use, or outside the United States or Canada. The use or installation of any Product in non-commercial applications and/or outside of the United States and Canada renders all warranties, expressed or implied, including the warranties of merchantability and fitness for a particular purpose, null and void, including any responsibility for damage, costs and legal actions resulting from the use or installation of Products in any non-commercial setting or outside the United States and Canada.