

WARRANTY, EXCLUSIVE REMEDY:

Hatco Corporation (Seller) warrants that the products it manufactures (Products) will be free from defects in materials and workmanship under normal use and service and when stored, maintained, and installed in strict accordance with factory recommendations. Seller's sole obligation to the person or entity buying the Products directly from Seller (Customer) under this warranty is the repair or replacement by Seller or a Seller-authorized service agency, at Seller's option, of any Product or any part thereof deemed defective upon Seller's examination, for a period of: (i) the Warranty Duration from the date of shipment by Seller or (ii) the Warranty Duration from the date of Product registration in accordance with Seller's written instructions, whichever is later. The "Warranty Duration" shall mean the specific periods set forth below for specific Product components, or, to the extent not listed below, eighteen (18) months. Credit for Products or parts returned with the prior written permission of Seller will be subject to the terms shown on Seller's material return authorization form. **PRODUCTS OR PARTS RETURNED WITHOUT PRIOR WRITTEN PERMISSION OF SELLER WILL NOT BE ACCEPTED FOR CREDIT.** Expenses incurred by Customer in returning, replacing, or removing the Products will not be reimbursed by Seller. If the defect comes under the terms of the limited warranty, the Products will be repaired or replaced and returned to the Customer and the cost of return freight will be paid by Seller. The remedy of repair or replacement provided for herein is Customer's exclusive remedy. Any improper use, alteration, repairs, tampering, misapplication, improper installation, application of improper voltage, or any other action or inaction by Customer or others (including the use of any unauthorized service agency) that in Seller's sole judgment adversely affects the Product shall void this warranty. The warranty expressly provided herein may only be asserted by Customer and may not be asserted by Customer's customers or other users of the Products; provided, however, that if Customer is an authorized equipment dealer of Seller, Customer may assign the warranty herein to Customer's customers, subject to all of the limitations of these Terms, and in such case, the warranty shall be exclusively controlled by Seller in accordance with these Terms. **THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.**

One (1) Year Parts and Labor PLUS One (1) Additional Year Parts-Only Warranty:

- Conveyor Toaster Elements (metal sheathed)
- Drawer Warmer Elements (metal sheathed)
- Drawer Warmer Drawer Rollers and Slides
- Food Warmer Elements (metal sheathed)
- Display Warmer Elements (metal sheathed air heating)
- Holding Cabinet Elements (metal sheathed air heating)
- Heated Well Elements — HW, HWB, and HWBI Series (metal sheathed)

Two (2) Year Parts and Labor Warranty:

- Induction Ranges
- Induction Warmers

One (1) Year Replacement Warranty:

- TPT Pop-Up Toasters

One (1) Year Parts and Labor PLUS Four (4) Years**Parts-Only Warranty:**

- 3CS and FR Tanks

One (1) Year Parts and Labor PLUS Nine (9) Years**Parts-Only Warranty:**

- Electric Booster Heater Tanks
- Gas Booster Heater Tanks

Ninety (90) Day Parts-Only Warranty:

- Replacement Parts

Notwithstanding anything herein to the contrary, the limited warranty herein will not cover components in Seller's sole discretion such as, but not limited to, the following: coated incandescent light bulbs, fluorescent lights, heat lamp bulbs, coated halogen light bulbs, halogen heat lamp bulbs, xenon light bulbs, LED light tubes, glass components, and fuses; Product failure in booster tank, fin tube heat exchanger, or other water heating equipment caused by liming, sediment buildup, chemical attack, or freezing.

WARRANTY REGISTRATION INSTRUCTIONS:

Product registration must be submitted within 90 days from the date of shipment from our factory to qualify for additional coverage. Registration may be submitted through the form on Seller's website, through the form accessible through the QR code on the Product (where available), or by calling Customer Service with the required information at: **414-671-6350**.

LIMITATION OF LIABILITY:

SELLER WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, COSTS OF SUBSTITUTE PRODUCTS, OR LABOR COSTS ARISING FROM THE SALE, USE, OR INSTALLATION OF THE PRODUCTS, FROM THE PRODUCTS BEING INCORPORATED INTO OR BECOMING A COMPONENT OF ANOTHER PRODUCT, OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON WARRANTY (EXPRESSED OR IMPLIED) OR OTHERWISE BASED ON CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, AND REGARDLESS OF ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY SELLER CONCERNING THE SALE, USE, OR INSTALLATION OF THE PRODUCTS, EVEN IF SELLER IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID TO SELLER BY CUSTOMER FOR THE PRODUCTS WITHIN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO CUSTOMER'S CLAIM. THE LIMITATIONS SET FORTH HEREIN REGARDING SELLER'S LIABILITY SHALL BE VALID AND ENFORCEABLE NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF THE LIMITED REMEDY SPECIFIED IN THESE TERMS.

Seller reserves the right to update these Terms at any time, at its sole discretion, which become binding upon the date of publishing. For the most current version of our full Terms of Sale, see our website at: <https://www.hatcocorp.com/terms-of-sale>