MOTAK

REFRIGERATION 2/5 WARRANTY

TWO (2) YEAR LIMITED WARRANTY PARTS AND APPROVED STRAIGHT-TIME LABOR, FIVE (5) YEAR WARRANTY COMPRESSOR AND EVAPORATOR

(subject to limitations below)

MoTak (the "Company") warrants this product (the "Product") will be free from defects in material and workmanship under normal use and service as specified by the Company for duration of:

- Two (2) Year Limited Warranty on Parts and Approved Straight-Time Labor
- Five (5) Year Parts-Only Warranty on Compressor and Evaporator. Extended coverage excludes labor, refrigerant, driers, tubing, recovery costs, and related service expenses unless expressly stated otherwise.

This Limited Warranty is non-transferable.

During the Warranty Period, your exclusive remedy is repair or replacement without charge of the Product or any component found to be defective at the Company's discretion. If the Product or any component is no longer available, the Company will replace it with a similar one of equal or greater value.

The Warranty Period begins on the earliest of: (a) documented installation date; (b) date of purchase; or (c) date of shipment from the Company. In all cases, the Warranty Period shall not begin later than six (6) months after shipment.

The obligation of the Company under this warranty is limited to the repair or replacement, at the Company's sole discretion, of defective parts or assemblies that are reported during the Warranty Period and determined by the Company to be defective but excluding all labor charges (except as provided in the next paragraph).

The Company will cover approved straight-time labor only, performed during normal business hours, for covered defects reported within the applicable labor warranty period. Labor coverage excludes overtime, premium rates, travel exceeding one hundred (100) miles round-trip, multiple service trips, and access delays.

Costs expressly excluded from this warranty include, but are not limited to:

- Adjustments
- Cleaning and/or sanitizing
- Consumable/wearable items, such as gaskets, filters, light bulbs, legs, casters, hinges, non-stick cooking surfaces, etc.
- Labor to remove and/or install replacement equipment
- Disposal of defective equipment
- Improper or inadequate utility connections, including but not limited to:
  - Voltage outside of data plate specifications
  - Improper gas pressure
  - Improper gas supply
  - Water pressure outside of specified range
  - Poor water quality
  - Non-use or incorrect use of water filtration system
- External drain malfunction.
- Adverse operating conditions as set forth in the owner/user manual for the product.
- Non-authorized modification of the product.
- Improper installation of the product, including installation in a hostile environment
- Improper maintenance, abuse or misuse of the product.
- Causes beyond the reasonable control of the Company, including without limitation fires, freezing, floods and other natural disasters.
- Damage during transit.

No warranty shall apply to any product on which the model or serial number has been altered or removed. Adjustments or modifications to any equipment manufactured by the Company are not covered by this warranty.

This Warranty only extends to the original owner/end user and is not transferable or applicable to products sold through unauthorized channels.

This Warranty covers installations for Commercial use only. Installation or use in any residential or non-commercial setting voids all warranty coverage.

This warranty applies to the original installation location only.

IMPORTANT INSTALLATION NOTICE: Equipment installed outdoors or in mobile or non-permanent environments (including food trucks, trailers, RVs, or boats) is limited to a thirty (30) day warranty unless expressly approved in writing by the Company.

All warranty requests are to be made through the Company's Warranty and Technical Service team. All warranty requests shall include the product model and serial number, original installation date and/or Proof of Purchase, photo of the equipment serial number data plate and complete customer identification and location.

Replacement parts may be new or rebuilt at the Company's discretion and are warranted for the longer of ninety (90) days or the remaining original Warranty Period. Company and its agents are expressly permitted to specify rebuilt parts as suitable replacement parts. All replacement parts must be approved Company parts obtained through the Company or a Company approved parts distributor.

THIS WARRANTY IS IN LIEU OF ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, OR OTHERWISE, WHICH ARE HEREBY EXCLUDED. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL ARISING OUT OF OR IN CONNECTION WITH THIS PRODUCT INCLUDING DAMAGES ARISING FOR LOSS OF PROFIT, FOOD OR BEVERAGE SPOILAGE CLAIMS, OR OTHER COMMERCIAL LOSS.

You may have other legal rights depending upon where you live. Some States or Provinces do not allow limitations on warranties so the foregoing may not apply to you.