LIMITED WARRANTY

Moffat US, 3760 Industrial Drive, Winston-Salem, North Carolina 27105, warrants cooking equipment, and parts, as set out below.

Warranty of Equipment: Moffat warrants all new equipment of its manufacture bearing the name "Moffat" and installed within the United States to be free from defects in material and workmanship for a period of one (1) year after the date of installation or 18 months after the date of shipment by Moffat, whichever occurs first.

Moffat does not recommend or authorize the use of any Product in a non-commercial application, including but not limited to residential use, or does not warrant Moffat US products outside the United States. The use or installation of any Product in non-commercial applications and/or outside of the United States renders all warranties, expressed or implied, null and void, including any responsibility for damage, costs and legal actions resulting from the use or installation of Products in any non-commercial use.

Moffat will not assume any responsibility for extra costs for installation in any area where there are jurisdictional problems with local trades or unions.

If a defect in workmanship or material is found to exist within the warranty period, Moffat, at its election, will either repair or replace the defective equipment or accept return of the equipment for full credit. In the event that Moffat elects to repair, the labor and work to be performed in connection with the warranty shall be done during regular working hours by a Moffat authorized service technician.

Defective parts become the property of Moffat. Use of replacement parts not authorized by Moffat will relieve Moffat of all further liability in connection with its warranty. In no event will Moffat's warranty obligation exceed Moffat's charge for the equipment.

The following items are not covered by Moffat's warranty:

a. Replacement of light bulbs, rubber seals, interior or exterior finishes
b. Adjustments to door or microswitch, calibration, leveling or tightening of fasteners.
c. Incorrect voltage connected to Moffat product
d. Broken glass doors
e. Opening or closing of utility supply valves or switching of electrical supply current.
f. Performance of regular maintenance and cleaning as outlined in operator's guide.
g. Damages resulting from water conditions, accidents, alterations, improper use, abuse, tampering, improper installation, or failure to follow maintenance and operation procedures.

Examples of defects not covered by warranty include, but are not limited to: (1) Damage to the exterior or interior finish as a result of the above, (2) Use with utility service other than that designated on the rating plate, (3) Improper connection to utility service, (4) Inadequate or excessive water pressure, (5) Corrosion from chemicals dispensed in excess of recommended concentrations, (6) Leaks or damage resulting from such leaks caused by the installer, (7) Failure to comply with local building codes, (8) Damage caused by labor dispute, (9) Damage arising from corrosion/or lime scale, (10) Damage caused by rodents or insects, (11) Parts or items not supplied by Moffat or a Moffat authorized provider.

Warranty of Replacement Parts: Moffat warrants all new equipment parts produced or authorized by Moffat to be free from defects in material and workmanship for a period of 90 days from date of invoice. If any defect in material and workmanship is found to exist within the warranty period Moffat will replace the defective part without charge.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY. MOFFAT'S WARRANTY IS ONLY TO THE EXTENT REFLECTED ABOVE. MOFFAT MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED, TO ANY WARRANTY OF MERCHANTABILITY, OR FITNESS OF PURPOSE. MOFFAT OR MOFFAT SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE REMEDIES SET OUT ABOVE ARE THE EXCLUSIVE REMEDIES FOR ANY DEFECTS FOUND TO EXIST IN MOFFAT EQUIPMENT OR MOFFAT PARTS, AND ALL OTHER REMEDIES ARE EXCLUDED, INCLUDING ANY LIABILITY FOR INCIDENTALS OR CONSEQUENTIAL DAMAGES.

Moffat does not authorize any other person, including persons who deal in Moffat equipment to change this warranty or create any other obligation in connection with Moffat equipment.