

WARRANTY

Frosty Factory of America, Inc., the warrantor, providing that the conditions set forth herein are met by the Purchaser-User, warrants to the original purchaser-user that Frosty Factory Frozen Drinks machines, herein referred to as the "unit" is free from defects in factory workmanship and materials. This warranty is for the period of one year on all components of the unit with the exception of the compressor and the evaporator, which has a warranty period of five years. Also excluded are normal maintenance items i.e. O-rings, seals, belts, etc. During the warranty periods, Frosty Factory of America, Inc., agrees to repair or replace (at its option) without cost to purchaser-user except transportation charge any part or parts of said unit proved to the satisfaction of Frosty Factory of America, Inc. to be defective when sold. The warrantor shall not be responsible for any expenses incurred for service or repairs performed by a person or entity other than the Warrantor, unless specifically authorized by the Warrantor, and the repair falls in the 1 year labor warranty period. Past 1 year, service calls or repairs other than those covered by the conditions set forth in this Warranty will be made at the expense of the original Purchaser-User.

This warranty is in lieu of all other warranties, express or implied, including any warranties of merchantability or fitness for a particular use, and releases Frosty Factory of America, Inc. from all other obligations whatever. Frosty Factory of America, Inc. neither assumes nor authorizes any other person to assume from the warrantor any other liability in connection with the identified unit. This warranty is not assignable. "Original Purchaser-User" shall mean only such person or entity for which the identified unit is originally purchased and installed. Return of the OWNER'S WARRANTY CARD to the Warrantor is required for warranty coverage. If not received by the warrantor, warranty coverage begins the date of shipment.

All inquiries to our Factory about unit must be accompanied by the unit serial number.

This warranty does not apply to damage to said unit occurring in transit, or damage caused by unauthorized alternations, fire, accidents, artificially generated electric currents, Acts of God, misuse or abuse, or by any other cause whatsoever other than defects in Factory workmanship or material. This warranty does not apply to damage or loss of any products, refrigerant, property, or loss of income or profits due to the malfunctioning of said unit, nor to transportation or special charges for state sales or other taxes. This warranty also does not cover issues that are caused by lack of maintenance that is to be performed weekly as per cleaning instructions, nor is the adjustment of the viscosity for product thickness.