

KitchenBrains® Limited Warranty Terms and Procedures

Please see our Agreement to Sell located at <https://www.kitchenbrains.com/sales-terms-conditions> for the full warranty provisions that apply to your purchase.

Below is a high level summary of our warranty. In the instance that there is a conflict between the terms of this high level summary of our warranty and the terms contained in our Agreement to Sell, the terms of the Agreement to Sell shall prevail.

High Level Summary of our Limited Warranty. Unless otherwise specifically agreed to and signed in writing by us, we provide the following limited warranty to the original purchaser:

DOMESTIC GOODS (INSIDE THE UNITED STATES). As to any goods purchased from us (“Warranted Goods”), provided they are used in the United States, we warrant that such goods shall not fail to function in accordance with our specifications because of defects in material or workmanship, for the following warranty periods:

- I. New Products: New Products consisting of microprocessor based controllers, timers, data-loggers or remote monitoring devices with power cords (“Corded Controllers”) for one (1) year from date of shipment from factory. Exceptions apply.
- II. New Products: New Products consisting of microprocessor based controllers, timers, data-loggers or remote monitoring devices with batteries (“Battery Controllers”) for six (6) months from date of shipment from factory. Exceptions apply.
- III. Sensors and Accessories: Sensors and accessories (consisting of probes, wireless sensors, hoses, relays, switches, mounting hardware or accessories) for 90 days from date of shipment from factory.
- IV. Spare Parts: Spare parts for the period of 90 days from the date of shipment from factory.
- V. Replacement Units or Parts: Battery timers for 6 months from the purchase date of the original unit. Warranty replacement units or parts for other items, 1 year from the purchase date of the original unit.

Program for Service Exchanges. Controllers and Timers: If Warranted Goods fail to perform as warranted herein and consist of Corded Controllers or Battery Controllers, such goods will be repaired or replaced as follows:

KitchenBrains® provides an Exchange Program, at no extra cost, if a unit should fail. To take advantage of this program, simply call our toll-free customer service number at 1-800-FASTRON (800-327-8766) Option 2, in the US/CAN/Carib and 203-380-3540, Option 2, outside those areas. If you elect to receive an exchange unit from the factory, a replacement unit will be sent immediately. Upon receipt of the replacement unit, simply return the failed unit to the factory, freight prepaid, using the same carton and packing material in which the replacement unit was shipped. The unit will be replaced free of charge, if still under warranty and if the product shows no evidence of abuse or alteration. If the unit is not under warranty, you will pay repair

charges and shipping costs to and from the factory. Any minor adjustment or calibration and any labor costs for the replacement of probes will be made at your expense.

The Kitchen Brains® Exchange Program is available to any Kitchen Brains Domestic Customer whose account is current and applies to all FAST Timers, Computers and Controllers.

Customer Service and Technical Support. Our customer service department is available for orders and questions Monday through Friday between the hours of 8 AM and 5 PM ET. Call us toll-free at 1-800-FASTRON (800-327-8766), Option 2, in the US/CAN/Carib and 203-380-3540, Option 2, outside those areas. Toll-free technical support is available 24 hours a day, 365 days a year by calling use 1-800-FASTRON (800-327-8766), Option 1, in the US/CAN/Carib and 203-380-3540, Option 1, outside those areas, when help is needed immediately.

International Goods (Outside the United States).

As to goods purchased (“Warranted Goods”), provided they are used outside the United States, we warrant that such goods shall not fail to function in accordance with our specifications because of defects in material or workmanship, for the following warranty periods:

- I. New Products: New Products consisting of microprocessor based controllers, timers, data-loggers or remote monitoring devices with power cords (“Corded Controllers”) for one (1) year from date of shipment from factory. Exceptions apply.
- II. New Products: New Products consisting of microprocessor based controllers, timers, data-loggers or remote monitoring devices with batteries (“Battery Controllers”) for six (6) months from date of shipment from factory. Exceptions apply.
- III. We warrant most Warranted Goods (such as computers, controllers and timers) for 1 year from date of purchase.
- IV. We warrant probes and hoses for 90 days from date of purchase.
- V. We warrant the part only. We will supply a replacement unit to you at no cost or a credit to your account for the warranted item. You will be solely responsible for any and all shipping, installing and testing and for the expenses thereof.
- VI. Complete warranty terms and conditions can be found in our Terms and Conditions of Sale.

To obtain the benefit of the above warranty, you must select one of the following two options:

Option #1 – Return for Evaluation

1. Complete a Warranty Claim Form, which is available on our web site at <https://www.kitchenbrains.com/warranty-claim-form>. Email the completed form to your Sales Support specialist or sog@kitchenbrains.com and request an RMA (Return Material Authorization) Number.
2. When the RMA is received, package the items to be returned, along with a copy of the Warranty Claim Form carefully in an appropriate shipping container. Write the RMA number clearly on the outside of the shipping container. Send the package to Kitchen Brains freight PREPAID. Packages received with freight due will be returned to the sender.

3. The product will be evaluated by our Quality Assurance Department to determine the root cause of failure. Such determination shall be in our sole and absolute discretion. If the unit is found to be a warranted failure, Kitchen Brains will provide a replacement unit or issue a credit at its sole discretion. If the unit is found to NOT be a warranted failure, a US\$55.00 evaluation fee will be charged. Additionally, the unit will be returned freight collect or scrapped at the customer's sole discretion.

Option # 2 – Hold for Evaluation

1. Complete a Warranty Claim Form, which is available on our web site at <https://www.kitchenbrains.com/warranty-claim-form>. Email the completed form to your Sales Support specialist or sog@kitchenbrains.com and request an RMA (Return Material Authorization) Number.
2. When the RMA number is received, notify the Sales Support Specialist that you will hold the product at your location until the Kitchen Brains Authorized technical specialist visits your area to perform the evaluation. Our inside Support Specialist will forward your claim form to the Kitchen Brains Authorized technical specialist.
3. The Kitchen Brains representative will evaluate the goods and make a determination as to the root cause of failure. NOTE: The claim form must have been filled out and an RMA number received for the evaluation to occur.
4. If the Kitchen Brains representative determines that the goods had a warranted failure, you will be asked to return the goods to Kitchen Brains freight prepaid. Kitchen Brains will provide a replacement unit or issue a credit at its sole discretion.

FEES FOR ONSITE VISIT (APPLIES BOTH INSIDE AND OUTSIDE THE UNITED STATES)

If the Kitchen Brains representative travels to our location based on a warranty call and determines that the goods did not have a warranted failure, you will be charged the following:

- a. For issues with controllers/fryers/bezels, the engineer callout fee shall be US\$120 (within a 60 mile radius). If the location is outside a 60 mile radius, the charge shall be US\$120 plus travel expenses @ US\$0.50 per mile (each way travelled). Both include the first hour on site. There is an additional charge of US\$50 per hour thereafter. International Exchange rates may apply.
- b. For IT issues, the engineer callout fee shall be US\$190 (within a 60 mile radius). If the location is outside a 60 mile radius, the charge will be US\$190 plus travel expenses @ US\$0.50 per mile (each way travelled). Both include the first hour on site. There is an additional charge of US\$55 per hour thereafter. International Exchange rates may apply.

Other Warranted Goods (Both inside and outside the United States).

If Warranted Goods other than those identified above fail to perform as warranted, we will supply replacements for the Warranted Goods (or any component parts thereof) only on the following conditions:

The Foregoing Warranty Is Expressly In Lieu Of All Other Warranties, Express Or Implied, Including Warranties Of Merchantability Or Fitness For A Particular Purpose. The Warranty Undertaking In This Agreement Does Not Apply To Any Goods That Have Been Subjected To Accident, Disaster, Loss Or Damage During Shipment, Neglect, Misuse, Improper Installation, Corrosive Atmosphere Harmful To

Electronic Circuitry, Excessive Electromagnetic Fields, Failure Or Insufficiency Of Electrical Power Or Unusual Electrical Surge Or Shock, Nor To Dysfunction Or Malfunction Of, Or Caused By, Any Other Equipment Or Device (Other Than Equipment Or Devices You Have Bought From (Fast.) To Or In Which Such Goods Have Been Attached Or Installed.

- I. You must notify us of the failure, specifying in the notice the unit or component part that has failed and the apparent cause of such failure.
- II. You must promptly return the failed unit, or remove and return the failed part, to us, freight prepaid.
- III. You will accept a replacement unit or part when we deliver it to you, for installation by you.

We will ship, freight prepaid, a replacement of the unit or part you have found to have failed promptly after our receipt of your notification in accordance with this Warranty. You will be solely responsible for installing and testing the replacement units or parts and the expenses thereof. Replacement units or parts will be invoiced to you at the then current prices for units or parts sold without warranty or service contracts. After we have received the unit or part you have returned, we will determine whether the unit or part has failed to perform as warranted. Such determination shall be in our sole discretion. If our determination accords with your claim, we will promptly issue you a credit notation for the invoice price of the shipped and invoiced replacement unit or part.

General Warranty Terms.

THE WARRANTY UNDERTAKING IN THIS AGREEMENT DOES NOT APPLY TO ANY GOODS (regardless of whether such Goods are used within our outside the United States) THAT HAVE BEEN SUBJECTED TO ACCIDENT, DISASTER, LOSS OR DAMAGE DURING SHIPMENT, NEGLIGENCE, MISUSE, IMPROPER INSTALLATION, CORROSIVE ATMOSPHERE HARMFUL TO ELECTRONIC CIRCUITRY, EXCESSIVE ELECTROMAGNETIC FIELDS, FAILURE OR INSUFFICIENCY OF ELECTRICAL POWER OR UNUSUAL ELECTRICAL SURGE OR SHOCK, NOR TO DYSFUNCTION OR MALFUNCTION OF, OR CAUSED BY, ANY OTHER EQUIPMENT OR DEVICE (OTHER THAN EQUIPMENT OR DEVICES YOU HAVE BOUGHT FROM US) TO OR IN WHICH SUCH GOODS HAVE BEEN ATTACHED OR INSTALLED.

The warranty covers only the repair or replacement of the defective part or product (at the sole option of Kitchen Brains) and is not inclusive of any extra charges, that includes but is not limited to, any labor changes associated with the removal, repair, replacement or reinstallation of the defective part or product.

Products manufactured by a third party ("**Third-Party Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third-Party Products are not covered by the warranty.

Kitchen Brains shall not be liable for a breach of the warranty set forth if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Kitchen Brains' oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Kitchen Brains. With respect to any

such Goods during the Warranty Period, Kitchen Brains shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Kitchen Brains so requests, Buyer shall, at Kitchen Brains' expense, return such Goods to Kitchen Brains.

Kitchen Brains shall not be liable for a breach of the warranty set forth unless: (i) Buyer gives written notice of the defect, reasonably described, to Kitchen Brains within thirty (30) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Kitchen Brains is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Kitchen Brains) returns such Goods to Kitchen Brains' place of business at Kitchen Brains' cost for the examination to take place there; and (iii) Kitchen Brains reasonably verifies Buyer's claim that the Goods are defective.