



## North America Ice Merchandiser Warranty

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**ICE MERCHANDISERS:** Seller warrants the merchandiser under normal use and service, for one (1) year for the component parts (to be shipped by seller), and ninety (90) days for repair labor from the date of original shipment. The merchandiser compressor motor is warranted for five (5) years from the date of original shipment. SELLER MUST BE CONTACTED AND PROVIDED A MERCHANDISER SERIAL NUMBER FOR WARRANTY CLAIM. This applies only to goods installed in the United States, Canada or Mexico. Seller's obligation under this warranty shall be limited to repair (subject to the limitations below) or replacement of any part(s), F.O.B. Seller's factory, which prove(s) defective within the applicable warranty period. Seller reserves the right to inspect defective part(s) and may at Seller's discretion require return of part(s) to Seller's factory for inspection. The determination as to whether any defect exists shall be made in Seller's sole judgement.

**GENERAL PROVISIONS APPLICABLE TO ALL WARRANTIES AND PRODUCTS:** Seller shall not be liable for any breach of any express warranty set forth above unless Seller is informed immediately upon the discovery of defective part(s). The warranties described above are not assignable and shall operate only in favor of the original buyer/user. In event of any claim for breach of express warranty, Seller shall be responsible for labor charges for repair or replacement of any defective part(s) or assembly only for defects reported to Seller within ninety (90) days after the date of installation. ALL LABOR CHARGES SHALL BE AUTHORIZED OR APPROVED BY SELLER PRIOR TO THE REPAIR OR REPLACEMENT OF PART(S). In all other events, Seller shall not be responsible for any labor charges. Labor charges shall only include standard straight time labor hours at the site of product installation, and shall exclude charges for travel time, mileage, or other premium charges. These warranties shall not apply to any goods, or any part thereof, which may have been subject to any damage in transit, accident, negligence, abuse or misuse, unauthorized alteration or repair, acts of nature or failure to follow any of the Seller's manuals or instructions, if in Seller's sole judgement, such act, omission or event has detrimentally affected the physical condition, use or operating qualities of the product.

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, BY REASON OF LAW, STATUTE OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ALL IMPLIED WARRANTIES ARE HEREBY DISCLAIMED. SELLER SHALL NOT BE LIABLE FOR LOSS OF GOODS, MERCHANDISE OR OTHER PROPERTY, OR LOSS OF PROFITS, RESULTING FROM PRODUCT DEFECTS. IN NO EVENT SHALL SELLER'S LIABILITY UNDER ANY CIRCUMSTANCES FOR ANY BREACH OF CONTRACT OR FOR ANY OTHER CLAIM BY BUYER AGAINST SELLER EXCEED THE CONTRACT PRICE OF THE GOODS SOLD HEREUNDER WITH RESPECT TO WHICH SUCH CLAIM ARISES.

MODEL NO. \_\_\_\_\_

SERIAL NO. \_\_\_\_\_