

## Standard One Year Limited Warranty — One Year Parts, 90 Day Labor

The Delfield Company ("Delfield") warrants to the Original Purchaser of the Delfield product (herein called the "Unit") that such Unit, and all parts thereof, will be free from defects in material and workmanship under normal use and service for a period of one (1) year from the date of shipment of the Unit to the Original Purchaser or one (1) year from the date of installation if registration is completed one (1) year from installation. During this one year warranty period, Delfield will repair or replace any defective part or portion thereof returned to Delfield by the Original Purchaser which Delfield determines was defective due to faulty material or workmanship. Only during the first 90 days of this one year warranty period, Delfield will, subject to the limits set forth below, pay labor, crating, and freight incurred in the removal of the Unit of defective component and shipment to Delfield. A maximum of 1-hour is allowed to diagnose a defective component. A maximum of 1-hour is allowed for retrieval of parts not in stock. A maximum travel distance of 100 miles round trip and 2-hours will be reimbursed. Overtime, installation/start-up, normal control adjustments, general maintenance, glass breakage, freight damage, delayed site entry because of security or hours of operation and/or correcting an end-user installation error will not be reimbursed under warranty unless pre-approved with a Service Work Authorization from Delfield. Delfield will pay the return costs if the Unit or part thereof was defective.

The term "Original Purchaser" as used herein means that person, firm, association, or corporation for whom the Unit was originally installed.

This warranty does not apply to any Unit or part thereof that has been subjected to misuse, neglect, alteration, or accident, such as accidental damage to the exterior finish, operated contrary to the recommendations specified by Delfield; or repaired or altered by anyone other than Delfield in any way so as to, in Delfield's sole judgment, affect its quality or efficiency. This warranty does not apply to any Unit that has been moved from the location where it was originally installed. This warranty also does not cover the refrigerator drier, door gaskets or the light bulbs used in the Unit. The warranty is subject to the user's normal maintenance and care responsibility as set forth in the Service and Installation Manual, such as cleaning the condenser coil, and is in lieu of all other obligations of Delfield. Delfield neither assumes, nor authorizes any other person to assume for Delfield, any other liability in connection with Delfield's products.

Removal or defacement of the original Serial Number or Model Number from any Unit shall be deemed to release Delfield from all obligations hereunder or any other obligations, express or implied.

Parts furnished by suppliers to Delfield are guaranteed by Delfield only to the extent of the original manufacturer's express warranty to Delfield. Failure of the Original Purchaser to receive such manufacturer's warranty shall in no way create any warranty, expressed or implied, or any other obligation or liability on Delfield's part in respect thereof.

Under no condition does this warranty give the Original Purchaser the right to replace the defective Unit with a complete Unit of the same manufacturer or of another make. Unless authorized by Delfield in writing, this warranty does not permit the replacement of any part, including the motor-compressor, to be made with the part of another make or manufacturer.

No claims can be made under this warranty for spoilage of any products for any reason, including system failure.

The installation contractor shall be responsible for building access, entrance and field conditions to insure sufficient clearance to allow any hood(s), vent(s), or Unit(s) if necessary, to be brought into the building. Delfield will not be responsible for structural changes or damages incurred during installation of the Unit or any exhaust system.

Delfield shall not be liable in any manner for any default or delay in performance hereunder caused by or resulting from any contingency beyond Delfield's control, including, but not limited to, war, governmental restrictions or restraints, strike, lockouts, injunctions, fire, flood, acts of nature, short or reduced supply of raw materials, or discontinuance of the parts by the original part manufacturer.

Except as provided in any Additional Four Year Protection Plan, if applicable, and the Service Labor Contract, if applicable, the preceding paragraphs set forth the exclusive remedy for all claims based on failure of, or defect for Delfield products sold hereunder, whether the failure or defect arises before or during the warranty period, and whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence), strict liability, implied by statute, common-law or otherwise, and Delfield and its agents shall not be liable for any claims for personal injuries or consequential damages or loss, howsoever caused. Upon the expiration of the warranty period, all such liability shall terminate. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY, DELFIELD DOES NOT WARRANT ANY PRODUCTS OR SERVICES OF OTHERS

This warranty supersedes and excludes any prior oral or written representations or warranties. The sole and exclusive remedies of any person relating to the Unit, and the full liability of Delfield for any breach of this warranty, will be as provided in this warranty.

Other than this Delfield Standard One Year Limited Warranty, any applicable Delfield Additional Four Year Protection Plan or applicable Delfield Service Labor Contract, the Original Purchaser agrees and acknowledges that no other warranties are offered or provided in connection with or for the Unit or any other part thereof. The liability of Delfield for breach of any warranty obligation hereunder is limited to: (i) the repair or replacement of the Delfield Product on which the liability is based, or with respect to services, re-performance of the services; or (ii) at Delfield's option, the refund of the amount paid for said equipment or services. Any breach by Delfield with respect to any item or unit of equipment or services shall be deemed a breach with respect to that item or unit or service only

IN NO EVENT WILL DELFIELD BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR DAMAGES IN THE NATURE OF PENALTIES.

If shipment of a replacement part is requested prior to the arrival in the Delfield factory of the part claimed to be defective, the Original Purchaser must accept delivery of the replacement part on a C.O.D. basis, with credit being issued after the part has been received and inspected at Delfield's plant and determined by Delfield to be within this warranty.



## Additional Four Year Protection Plan — For Motor-Compressor Only

Delfield Model#

Serial#

Installation Date

In addition to the Standard One Year Warranty on the Motor-Compressor contained in the above listed Delfield product (the "Unit"), The Delfield Company ("Delfield") also agrees to repair, or exchange with similar or interchangeable parts in design and capacity at Delfield's option, the defective Motor-Compressor contained in the Unit (the "Motor-Compressor"), or any part thereof, for the Original Purchaser only, at any time during the four (4) years following the initial one (1) year period commencing on the date of installation for the Original Purchaser. This additional Warranty is only available if the Motor-Compressor is inoperative due to defects in material or factory workmanship, as determined by Delfield in its sole judgment and discretion. The Original Purchaser shall be responsible for returning the defective Motor-Compressor to Delfield prepaid, F.O.B. at the address shown on the back cover of this manual.

The term "Original Purchaser" as used herein shall be deemed to mean that person, firm, association, or corporation for whom the equipment was originally installed.

The term "Motor-Compressor" as used herein does not include unit base, air or water-cooled condenser, receiver, electrical accessories such as relay, capacitors, refrigerant controls, or condenser fan/motor assembly. This warranty does not cover labor charges incidental to the replacement of parts. This warranty further does not include any equipment to which said condensing unit is connected, such as cooling coils, temperature controls or refrigerant metering devices. This warranty shall be void if the Motor-Compressor, in Delfield's sole judgment, has been subjected to misuse, neglect, alteration or accident, operated contrary to the recommendations specified by the Unit manufacturer, repaired or altered by anyone other than Delfield in any way so as, in Delfield's sole judgment, to affect its quality or efficiency or if the serial number has been altered, defaced or removed. This Warranty does not apply to a Motor-Compressor in any Unit that has been moved from the location where it was originally installed. The addition of methyl chloride to the condensing unit or refrigeration system shall void this warranty.

General Conditions

Delfield shall not be liable in any manner for any default or delay in performance thereunder caused by or resulting from any contingency beyond Delfield's control including, but not limited to, war, governmental restrictions or restraints, strikes, lockouts, injunctions, fire, floods, acts of nature, short or reduced supply of raw material or discontinuance of any part or the Motor-Compressor by the unit manufacturer.

Replacement of a defective Motor-Compressor is limited to one (1) Motor-Compressor by us during the four (4) year period. Delfield shall replace the Motor-Compressor part only at no charge.

This Warranty does not give the Original Purchaser of the Motor-Compressor the right to purchase a complete replacement Motor-Compressor of the same make or of another make. It further does not permit the replacement to be made with a Motor-Compressor of another kind unless authorized by Delfield. In the event Delfield authorizes the Original Purchaser to purchase a replacement Motor-Compressor locally, only the wholesale cost of the Motor-Compressor is refundable.

Expressly excluded from this warranty are damages resulting from spoilage of goods.

Except as provided in any applicable Standard One Year Limited Warranty or applicable Service Labor Contract, the foregoing is exclusive and in lieu of all other warranties, whether written or oral, express or implied. This Warranty supersedes and excludes any prior oral or written representations or warranties. Delfield expressly disclaims any implied warranties of merchantability, fitness for a particular purpose or compliance with any law, treaty, rule or regulation relating to the discharge of substances into the environment. The sole and exclusive remedies of any person relating to the Motor-Compressor, and the full liability of Delfield for any breach of this Warranty, will be as provided in this Warranty.

Other than any applicable Delfield Standard One Year Limited Warranty, this Delfield Additional Four Year Protection Plan and any applicable Delfield Service Labor Contract, the Original Purchaser agrees and acknowledges that no other warranties are offered or provided in connection with or for the Motor-Compressor or any part thereof. In no event will Delfield be liable for special, incidental or consequential damages, or for damages in the nature of penalties.

