ICE MACHINE WARRANTY

Manitowoc Ice, Inc. (hereinafter referred to as the "COMPANY") warrants for a period of thirty-six months from the installation date (except as limited below) that new ice machines manufactured by the COMPANY shall be free of defects in material or workmanship under normal and proper use and maintenance as specified by the COMPANY and upon proper installation and start-up in accordance with the instruction manual supplied with the ice machine. The COMPANY'S warranty hereunder with respect to the compressor shall apply for an additional twenty-four months, excluding all labor charges, and with respect to the evaporator for an additional twenty-four months, including labor charges.

The obligation of the COMPANY under this warranty is limited to the repair or replacement of parts, components, or assemblies that in the opinion of the COMPANY are defective. This warranty is further limited to the cost of parts, components or assemblies and standard straight time labor charges at the servicing location.

Time and hourly rate schedules, as published from time to time by the COMPANY, apply to all service procedures. Additional expenses including without limitation, travel time, overtime premium, material cost, accessing or removal of the ice machine, or shipping are the responsibility of the owner, along with all maintenance, adjustments, cleaning, and ice purchases. Labor covered under this warranty must be performed by a COMPANY Contracted Service Representative or a refrigeration service agency as qualified and authorized by the COMPANY'S local Distributor. The COMPANY'S liability under this warranty shall in no event be greater than the actual purchase price paid by customer for the ice machine.

The foregoing warranty shall not apply to (1) any part or assembly that has been altered, modified, or changed; (2) any part or assembly that has been subjected to misuse, abuse, neglect, or accidents; (3) any ice machine that has been installed and/or maintained inconsistent with the technical instructions provided by the COMPANY; or (4) any ice machine initially installed more than five years from the serial number production date. This warranty shall not apply if the Ice Machine's refrigeration system is modified with a condenser, heat reclaim device, or parts and assemblies other than those manufactured by the COMPANY, unless the COMPANY approves these modifications for specific locations in writing.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In no event shall the COMPANY be liable for any special, indirect, incidental or consequential damages. Upon the expiration of the warranty period, the COMPANY'S liability under this warranty shall terminate. The foregoing warranty shall constitute the sole liability of the COMPANY and the exclusive remedy of the customer or user. To secure prompt and continuing warranty service, the warranty registration card or register on line within five (5) days from the installation date.

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