



## LIMITED ORIGINAL COMMERCIAL EQUIPMENT WARRANTY

Vulcan warrants that it will convey the Products free and clear of all liens, security interests and encumbrances created by, through or under Vulcan. Vulcan further warrants that for a period of 1 year from the date of original installation (the "Warranty Period"), under normal use and given proper installation and maintenance as determined by Vulcan, the Products: (a) will conform to mutually agreed upon written specifications or other descriptions; and (b) will be free from substantial defects in material and workmanship.

In the event of a breach of the warranties set forth above (the "Warranties"), Vulcan will, at Vulcan's option and as Vulcan's sole liability and Purchaser's sole remedy, repair, replace or credit Purchaser's account for, any Product that fails to conform to the Warranties, provided that (i) during the Warranty Period Vulcan is promptly notified in writing upon discovery of such failure with a detailed explanation of any alleged deficiencies; (ii) Vulcan is given a reasonable opportunity to investigate all claims; (iii) Vulcan's examination of such Product confirms the alleged deficiencies and that the deficiencies were not caused by accident, misuse, neglect, normal wear and tear, improper installation, unauthorized alteration or repair or improper testing, and (iv) with respect to any repair, Purchaser is responsible for time and travel charges in excess of 50 miles of an authorized service agency. No Products may be returned to Vulcan until inspection and approval by Vulcan.

The Warranty against defects does not apply to: (1) consumable components or ordinary wear items; (2) use of the Products with equipment, components or parts not specified or supplied by Vulcan or contemplated under the Product documentation; (3) periodic maintenance of equipment, including but not limited to lubrication, replacement of worn blades, knives, stones, knobs, accessories and miscellaneous expendable supply items, and other adjustments required due to installation set-up or normal wear, (4) adjustments such as calibrations, leveling, tightening of fasteners or utility connections normally associated with original installation, (5) fryer equipment (which is subject to a limited fry tank warranty based on model – see separate warranty statement provided by Vulcan), or (6) steam equipment supplied with ScaleBlocker® water filtration system. Thermostats on ranges must have a calibration attempt made before a replacement will be covered under the foregoing Warranties.

The length of the "Warranty Period" for the following items is modified as follows: (A) rubber seals, light bulbs and gaskets: 90 days; (B) Heating elements on drawer warmers, chip warmers, cook and hold ovens, and holding and transport cabinets: 10 years; (C) drawer frame assemblies: 3 years; (D) Heating elements on models 1024, 1036 and 1048: 90 days; (E) refrigeration compressor part: 5 years; (F) flame safety components on medium duty ranges: 90 days; and (G) original Vulcan replacement parts (other than those otherwise expressly listed in this paragraph): 90 days.

EXCEPT AS SET FORTH HEREIN, VULCAN MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE). The Warranties are given only to the first purchaser from a Vulcan Authorized Channel of Distribution, and these Warranties are not given to subsequent transferees. Vulcan does not recommend or authorize the use of any Product in a non-commercial application, including but not limited to residential use, or outside the United States or Canada. The use or installation of any Product in non-commercial applications and/or outside of the United States and Canada renders all warranties, expressed or implied, including the warranties of merchantability and fitness for a particular purpose, null and void, including any responsibility for damage, costs and legal actions resulting from the use or installation of Products in any non-commercial setting or outside the United States and Canada.