



LIMITED WARRANTY FOR THE FRESHBLENDER™ BEVERAGE SYSTEM

Welbilt ("Company") warrants to the original end-user ("Owner") that this new FreshBlender™ integrated beverage dispensing machine manufactured by the Company ("Machine") 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/use and care manual supplied with the machine.

Warranty Terms:

The Company's warranty hereunder with respect to compressors shall apply for apply for 1 year.

The Company's warranty hereunder with respect to any blender assembly shall apply for 1 year or 18,000 (300Hrs) blender cycles, whichever occurs first, including labor. At 18,000 (300Hrs) blender cycles a blender assembly preventative maintenance (PM) service is required. It is the responsibility of the Owner to complete and pay for this PM. If the blender assembly has accrued 18,000 (300Hrs) cycles prior to expiration of the initial 1-year warranty period, then once the PM is completed in compliance with the instruction manual, the warranty will continue to be valid for the remainder of the 1-year warranty period or accumulation of another 18,000 (300Hrs) cycles, whichever occurs first.

During the warranty period, the Company shall, at Company's option, repair or replace parts, components or assemblies determined by the Company to be defective in material or workmanship. 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. Travel time may be claimed for any validated warranty service agent undertaken by an accredited service partner. A maximum of 2-hour total travel time up to 100 miles is allowable and travel time is claimed in 15-minute increments. Additional expenses including without limitation, travel time, overtime premium, material cost, accessing or removal of the machine, or shipping are the responsibility of the Owner, along with all maintenance, adjustments, cleaning, and ice or other purchases. Labor covered under this warranty must be performed by a Company Contracted Service Representative or a 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 Owner for the Machine.

The foregoing shall be the sole obligation of the Company under this Limited Warranty with respect to the Machine and any related products and services. With respect to equipment, materials, parts and accessories manufactured by others, Company's sole obligation shall be to use reasonable efforts to obtain the full benefit of the manufacturer's warranties. Company shall have no liability, whether in contract, tort, negligence, or otherwise, with respect to non-Company manufactured products.

The warranty period begins at time of installation or no later than 18 months from Manitowoc's original invoice date, if installation date is not reported or known.

During the warranty period, the Company shall, at Company's option, repair or replace parts, components or assemblies determined by the Company to be defective in material or workmanship.

To secure prompt and continuing warranty service, the warranty registration card must be completed and sent to the COMPANY within five (5) days from the installation date if the unit is not registered online through the User Interface at the time of install.

Who is Covered:

This Limited Warranty is available only to the original end user of the product and is not transferable.

Exclusions from Coverage *This warranty shall not apply to:*

- Any part or assembly that has been altered, modified, or changed.
- Repair or replacement of parts or assemblies required because of misuse, abuse, improper care or storage, negligence, alteration, accident, use of incompatible supplies or lack of specified maintenance.
- Normal maintenance items, including but not limited to, light bulbs, fuses, containers, gaskets, LMS Valves, blades and shafts, product stickers used in the unit, O-rings, interior and exterior finishes, grates, splash shield, shuttle, lubrication, de-liming, broken glass, etc.
- Improper or unauthorized repair.
- Failures caused by improper or erratic voltages.
- Any parts subject to damage beyond the control of Company, or to equipment which has been subject to alteration, misuse or improper installation, accidents, damage in shipment, fire, floods, power changes, other hazards or acts of God that are beyond the control of

Company. Any machine that has been installed and/or maintained inconsistent with the technical instructions provided by the Company.

- Any machine initially installed more than five years from the serial number production date.
- Any products or equipment manufactured or sold by Company when such products or commercial equipment is installed or used in a residential or non-commercial application. Installations not within the applicable building or fire codes render this Limited Warranty and any responsibility or obligations associated therein null and void. This includes any damage, costs or legal actions resulting from the installation of any Company equipment in a non-commercial application or installation, where the equipment is being used for applications other than those approved for by Company.
- Any product cleaned without using an approved Company cleaning solution shall void this Limited Warranty.
- This warranty shall not apply if the 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.

Limitations of Liability

The preceding paragraphs set forth the exclusive remedy for all claims based on failure of, or defect in, products or services 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 Company its servants and 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. COMPANY DOES NOT WARRANT ANY PRODUCTS OR SERVICES OF OTHERS.

Remedies

The liability of Company for breach of any warranty obligation hereunder is limited to: (i) the repair or replacement of the Machine on which the liability is based, or with respect to services, re-performance of the services; or (ii) at Company's option, the refund of the amount paid for said Machine or services. Any breach by Company 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.

Warranty Claim Procedure

Customer shall be responsible to:

- Immediately advise the Company's Authorized Service Agent of the equipment serial number and the nature of the problem.
- Verify the problem is a factory responsibility.
- Cooperate with the Service Agency so that warranty service may be completed during normal working hours.

Governing Law

For equipment, products and services sold in the United States this Limited Warranty shall be governed by the laws of the state of Delaware, USA, excluding their conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty.

Complete the following and retain for your record:

Distributor/Dealer _____

Model Number _____

Serial Number _____

Installation Date _____