

WELBILT (HALESOWEN) LTD – MULTIPLEX WARRANTY STATEMENT

WARRANTY FOR MULTIPLEX EQUIPMENT

Welbilt (Halesowen) Limited, a company registered in England and Wales under number 01271570 (the "Company"), warrants that new equipment and components originally manufactured by the Company and labelled under the brand "Multiplex" (the "Products") will be free from defects in material and workmanship under normal use and service as specified by the Company subject to the terms and conditions contained herein (the "Warranty").

The obligation of the Company under this warranty is limited to the repair at the Company's premises or replacement, either which is at the Company's sole discretion, of defective parts or assemblies that are reported during the Warranty Period and determined by the Company to be defective but excluding all labour third party charges.

WHO IS COVERED

The Warranty in respect of Products is personal to the original owner-operator (the "Buyer") of the Product and may not be transferred or assigned without the prior written consent of the Company. This warranty is not applicable to products sold through unauthorised channels.

WARRANTY PERIOD

The "Warranty Period" for each Product is set out in the table below and begins on the earlier of (i) the date of the invoice issued by the Company for the relevant Product and (ii) the date of manufacture of the Product by the Company.

ALBI, Icecore 1 and Icecore 15 & 30 non eco	1 year, parts only, back to base
OCE, Icecore 10 and Icecore 15 & 30 hybrid	2 years, parts only, back to base
Icecore 15 & 30 eco models, M44HC	3 years, parts only, back to base
Other equipment	1 year, parts only, back to base
Replacement parts	1 year, parts only, back to base

A back-to-base warranty means that, once the Product has been returned by the Buyer to the Company, the Company will bear the cost of replacement of faulty parts covered by this Warranty and the associated in-house labour of the Company. All costs of removal, de-installation, packing, transport, insurance and re-installation of the Product are the responsibility of the Buyer unless expressly agreed otherwise in writing by the Company.

WARRANTY FOR REPLACEMENT PARTS

Replacement parts are warranted for 1 year or the balance of the original Warranty Period, whichever is greater. The Company and its agents are expressly permitted to specify rebuilt parts as suitable replacement parts. All replacement parts must be approved Company parts obtained through the Company's local distributor.

WARRANTY FOR THIRD PARTY COMPONENTS

Some direct-to-buy components of the Company's goods are provided by other equipment manufacturers under terms negotiated by the Buyer. These components are excluded from this Warranty and instead will carry a back-to-back warranty as provided by the actual manufacturer of the component. For free-issued components by the Buyer to the Company, the Buyer must rely on the warranty given by the manufacturer of such ancillary components and equipment.

EXCLUSION FROM COVERAGE

This Warranty excludes all costs and damage resulting from:

- External electrical power failure or improper wiring to the product for any reason.

- Connection to external water supply and/or plumbing problems.
- External drain malfunction.
- Adverse operating conditions as set forth in the owner/user manual for the Product.
- Non-authorized modification of the Product.
- Improper installation of the Products, including installation in a hostile environment.
- Improper maintenance, abuse, or misuse of the Products.
- Improper or unauthorized repair.
- Causes beyond the reasonable control of the Company, including without limitation fires, freezing, floods and other natural disasters.

This Warranty does also not apply to Products on which the model or serial number has been altered or removed.

The refrigeration compressor is excluded from this Warranty when the product refrigeration system has been modified with a condenser, heat reclaim device, or parts and assemblies not manufactured by the Company for that specific machine, unless the Company has accepted such modification for that specific installation in writing.

The Buyer must keep the Products serviced and repaired, by a Company engineer or a suitably trained and approved service representative in accordance with the appropriate Company service schedule and intervals. Failure to do so may invalidate the Warranty. See user manual for more details on the Company's Website. The service provider will at all times utilize genuine Multiplex spare parts and materials during any service event undertaken on Multiplex equipment. Failure to utilize genuine parts and/or materials may result in the invalidation of warranty conditions for any equipment serviced in this manner.

LIMITATIONS OF LIABILITY

This Warranty sets forth the sole and exclusive remedy and the full liability of Company for all claims based on failure of, or defect in, Products sold hereunder, whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence), strict liability, implied by statute, common-law or otherwise, 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. TO THE FULLEST EXTENT PERMITTED BY LAW, THIS WARRANTY EXPRESSLY EXCLUDES ALL INCIDENTAL, SPECIAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR INCONVENIENCE, RENTAL OR REPLACEMENT EQUIPMENT, LOST PROFITS OR PRODUCT, OR OTHER COMMERCIAL LOSS. Nothing in this Warranty shall operate to exclude or limit any liability which cannot be excluded or limited under applicable mandatory law, including liability for death or personal injury caused by the Company's negligence or for fraud or fraudulent misrepresentation.

GOVERNING LAW

This Warranty shall be governed by the laws of the England and Wales, excluding its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded from application to this Warranty



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