

EIGHTEEN MONTH NEW EQUIPMENT PARTS & LABOR WARRANTY

METALFRIO SOLUTIONS INC (Metalfrio) provides a warranty on Metalfrio commercial cooler and freezer self-contained products as follows:

METALFRIO warrants to the original purchaser of every new Metalfrio refrigerated unit, the cabinet and all parts thereof, to be free from defects in material or workmanship, under normal and proper use and maintenance service as specified by Metalfrio and upon proper installation and start-up in accordance with the handbook packet supplied with each Metalfrio unit. Metalfrio's obligation under this warranty is limited to a period of Eighteen (18) months from the date of original purchase date as indicated by paid invoice or according to terms specified on the invoice or contract, unless otherwise noted on special purchases. The factory identification label on the back of all units must be kept adhered to the unit for serial number confirmation during the full 18 month warranty period.

PARTS WARRANTY. METALFRIO warrantys the cooling system parts supplied shall be free of defects in material and workmanship for a period of eighteen (18) months from date of original purchase. The parts warranty provides repair or replacement of these same parts at Metalfrio's discretion of parts found to be defective. Customer could be required, at Metalfrio's request, to ship defective parts back to the company.

Any part covered under this warranty that is determined by METALFRIO to have been defective within 18 months of original purchase after shipment date from manufacturer, whichever occurs first, is limited to repair or replacement, including labor charges of defective parts or assemblies. The labor warranty shall include standard straight-time labor charges only and reasonable travel time, as determined by Metalfrio.

LABOR WARRANTY. During the first 18 months METALFRIO provides a warranty on labor to install or repair the parts referenced in the Parts Warranty (above). Labor includes reasonable straight-time labor charges to install or repair named parts. For any period extending beyond 18 months from the date of original purchase, no such labor will be provided and customer is responsible for all such labor charges. Metalfrio shall have the option, at its sole and absolute discretion, to replace parts or equipment with new or refurbished equipment of equal value and utility.

Failure to comply with warranty policies will result in voiding warranty claims. <u>Service provided by other than an</u> authorized Metalfrio service agent dispatched by Metalfrio **shall void the warranty**.

ADDITIONAL THREE & ONE HALF YEAR COMPRESSOR WARRANTY

In addition to the 18 month warranty stated above, METALFRIO warrants its hermetically and semi-hermetically sealed compressors to be free from defects in both material and workmanship under normal and proper use and maintenance service for a period of three & one half (3-1/2)) additional years from the date of original installation but not to exceed five (5) years after shipment from the manufacturer.

Compressors determined by METALFRIO to have been defective within this extended time period will, at METALFRIO's option, be either repaired or replaced with a compressor or compressor parts of similar design and capacity.

The 3-1/2 year extended compressor warranty applies only to hermetically and semi-hermemetically sealed parts of the compressor and does not apply to any other parts or components, including, but not limited to, cabinet, paint finish, temperature control, refrigerant, metering device, driers, motor starting equipment, fan assembly or any other electrical component.

R404a / R134a COMPRESSOR WARRANTY. The 3-1/2 year compressor warranty detailed above will be voided if the following procedure is not carefully adhered to:

This system contains R404a or R134a refrigerant and polyol ester lubricant. The polyol ester lubricant has rapid moisture absorbing qualities. If long exposure to the ambient conditions occur, the lubricant must be removed and replaced with new. For oil amount and specifications, please call the Metalfrio Technical Service department at 888-403-0070.

Failure to comply with recommended lubricant specification shall void the compressor warranty.

Drier replacement is very important and must be changed when a system is opened for servicing. A drier using XH-7 desiccant or an exact replacement solid core drier must be used. The new drier must also be the same capacity as the drier being replaced. Micron level vacuums must be achieved to insure low moisture levels in the system. 500 microns or lower must be obtained.

WARRANTY CLAIMS

All claims for labor and/or parts must be made directly through the METALFRIO Warranty Service Department. All claims should include: model number of the unit, serial number of the cabinet, proof of purchase, date of purchase, and all pertinent information supporting the existence of the reported defect.

In case of warranty compressor, the compressor model tag must be returned to METALFRIO along with the above listed information. Any action or breach of these warranty provisions must be commenced within one (1) year after that cause of action has occurred.

Metalfrio reserves the right to invoice and collect from the customer for actual and replacement costs in the event the warranty claim is deemed to be a nuisance claim and not associated with a defective product or part.

ITEMS NOT COVERED BY THIS WARRANTY

METALFRIO's sole obligation under this warranty is limited to either repair or replacement of parts, subject to the additional limitations listed below:

NO CONSEQUENTIAL DAMAGES. Metalfrio is not responsible for economic loss; profit loss; or special, indirect, or consequential damages, including without limitation, losses or damages arising from food or product spoilage claims whether or not on account of refrigeration failure.

WARRANTY IS NOT TRANSFERABLE. This warranty is not assignable and applies only in favor of the original purchaser/user to whom delivered. Any such assignment or transfer shall void the warranties herein made and shall void all warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.

IMPROPER USAGE. Metalfrio assumes no liability for parts or labor coverage for component failure or other damages resulting from improper usage or installation or failure to clean and/or maintain unit as set forth in the handbook provided with equipment.

RESIDENTIAL APPLICATIONS: Metalfrio assumes no liability for parts or labor coverage for component failure or other damages resulting from installation in non-commercial or residential applications.

AMBIENT TEMPERATURE LIMITATION. Metalfrio is not responsible for equipment failure for any unit installed in an area where there is inadequate ventilation, no heat exhaust fan and the ambient temperature consistently exceeds 90°F while the equipment is in use.

ALTERATION, NEGLECT, ABUSE, MISUSE, ACCIDENT, DAMAGE DURING TRANSIT OR INSTALLATION, FIRE, FLOOD, ACTS OF GOD. Metalfrio is not responsible for the repair or replacement of any parts that Metalfrio determines have been subjected after the date of manufacture to alteration, neglect, abuse, misuse, accident, damage during transit or installation, fire, flood, or act of God.

IMPROPER ELECTRICAL CONNECTIONS. Metalfrio is not responsible for the repair or replacement of failed or damaged components resulting from electrical power failure, the use of extension cords, low voltage, or voltage drops to the unit.

NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. There are no other warranties expressed or implied or statutory, except this 18 month part and labor warranty and the additional 3-1/2 year compressor warranty as described within. These warranties are exclusive and in lieu of all other warranties, including implied warranty and merchantability or fitness for a particular purpose. There are no warranties which extend beyond the description on the face hereof.

Normal wear and tear or gradual deterioration and depreciation is excluded from this warranty. Exterior/Interior structural damage, dings and dents due to on-site abuse is excluded from this warranty. Light bulb replacement is excluded from this warranty.

OUTSIDE THE U.S. This warranty does not apply to, and METALFRIO is not responsible for, any warranty claims made on products sold or used outside the United States.