

1. Scope:

The Vollrath Company LLC, through its Stoelting Division (“Stoelting”) warrants to the first user (the “Buyer”) that the Stoelting-branded freezer equipment (the “Equipment”) will be free from defects in materials and workmanship under normal use and proper maintenance for the period listed below in the Warranty Period section. All warranty periods begin on one of the following dates: (a) for Equipment not requiring a startup (Equipment Models: C111, CW2, CW5, CW5PLUS, SCBA, SCBF, VB1, and VB9) - the shipping date OR (b) for Equipment requiring a startup (all other Equipment) - the date of original install or one (1) year from the shipping date, whichever occurs first. This warranty is subject to all conditions, exceptions, and limitations contained herein.

2. Disclaimer of Other Warranties:

THIS LIMITED WARRANTY IS EXCLUSIVE; AND STOELTING HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. Remedies:

Stoelting’s sole obligations, and Buyer’s sole remedies, for any breach of this warranty shall be, at Stoelting’s option, one of the following: repair or replacement of the affected component at Stoelting’s plant in Kiel, Wisconsin, or refund of the purchase price of the affected Equipment. Stoelting, through an Authorized Stoelting Provider, will deinstall/reinstall the affected component from/into the equipment (“Labor”) for the period listed below in the Warranty Period section if applicable. These obligations/remedies are subject to the conditions that Buyer (a) if applicable, signs and returns to Stoelting, upon installation, the Start-Up and Training Checklist for the affected equipment, (b) gives Stoelting prompt written notice of any claimed breach of warranty within the applicable warranty period, and (c) delivers the affected equipment to Stoelting or its designated service location, in its original packaging/crating, also within that period. Buyer shall bear the cost and risk of shipping to and from Stoelting’s plant or designated service location.

4. Warranty Period:

| Equipment | Part | Part Warranty Period | Labor Warranty Period |
|--|--|----------------------|-----------------------|
| Soft Serve & Shake | Freezing Cylinders | Five (5) Years | Twelve (12) Months |
| | Hoppers | | |
| | Compressors | | |
| | Drive Motors | | |
| | Speed Reducers | | |
| | Augers | | |
| | Flavor Burst Components | Two (2) Years | Not Covered |
| Frozen Uncarbonated Beverage (Equipment Requiring Startup) | Evaporator | Five (5) Years | Twelve (12) Months |
| | Compressors | | |
| | Drive Motors | | |
| | Speed Reducers | | |
| Custard & Batch | Freezing Cylinders | Two (2) Years | Twelve (12) Months |
| | Hoppers | | |
| | Compressors | | |
| | Drive Motors | | |
| | Speed Reducers | | |
| | Beaters | | |
| | Auger Shafts | | |
| Dipping Cabinets & Display Cabinets | All components | Twelve (12) Months | Twelve (12) Months |
| Frozen Beverage / Granita Dispenser (No Startup Required) | Compressors | Five (5) Years | Twelve (12) Months |
| | Electronic Board | Three (3) Years | |
| | All other components | Two (2) Years | |
| AutoVend | All components | Twelve (12) Months | Twelve (12) Months |
| Crème Whippers | Compressors | Two (2) Years | Twelve (12) Months |
| | Motors | | |
| | Condensers | | |
| All equipment | All other components not specified above | Twelve (12) Months | Twelve (12) Months |

5. Conditions:

- a) For Equipment requiring a startup, if the date of the original installation cannot be verified, these warranty periods begin one (1) year from the shipping date. It is the responsibility of the seller to disclose this information to the Buyer at the time of sale.
- b) Stoelting shall not be responsible to provide any remedy under this warranty with respect to any component that fails by reason of negligence, abnormal use, misuse or abuse, faulty repair made by others, use with parts or equipment not manufactured or supplied by Stoelting, any modification or alteration of any parts or equipment, or damage in transit.
- c) This warranty is valid only if the Equipment is installed and serviced by an Authorized Stoelting Provider and only if new, genuine Stoelting parts are used.
- d) The Equipment installation location must have suitable conditions as explained in the Stoelting operators manual, specification sheet, and/or technical manual including but not limited to, ambient temperature, water supply parameters, and space requirements.
- e) The Authorized Stoelting Provider must return defective parts, at Stoelting's discretion, for credit.
- f) Any refrigerant other than that specified on the Equipment model identification nameplate voids this warranty.

6. Exceptions:

This warranty does **NOT** cover any of the following

- a) Costs associated with installation labor (if applicable), disposal of equipment being replaced, and shipping costs of replacement parts or Equipment.
- b) Cleaning, maintenance or lubrication of the Equipment as outlined in the Stoelting operators manual.
- c) This warranty does not extend to parts, sometimes called "wear parts", which are generally expected to deteriorate and to require replacement as equipment is used, including but not limited to o-rings, auger flights, auger seals, auger support bushings, pump tubing, gear cartridge, and drive belts. All such parts are sold **AS IS**.
- d) External components including but not limited to hoses, piping, or electrical equipment.
- e) Labor and travel charges due to return trips or waiting if the Authorized Stoelting Provider is prevented from promptly starting service work upon arrival. This exception includes labor charges incurred for limited access facilities including, but not limited to, government and military buildings, and airports.
- f) Failure, damage, or repairs due to faulty installation, misapplication, abuse, lack of service, or improper service, unauthorized alteration, improper operation as indicated in the Stoelting operators manual, including but not limited to failure to properly assemble and/or clean, improper tool usage, or use of unapproved lubrication, or cleaning and sanitizing supplies.
- g) Any costs associated with electricity, including utility increases, from any reason whatsoever.
- h) Damage resulting from the use of refrigerant other than that specified on the Equipment model identification nameplate.
- i) The use of this equipment as a rental asset negates all warranties associated with the equipment.
- j) Any special, indirect or consequential property or commercial damage of any nature whatsoever, if the jurisdiction allows this exclusion.
- k) Costs not covered by the Stoelting Travel Pay policy. Stoelting covers only the first trip travel which is a flat rate by mileage one-way from the service company's home location to the job site. The flat rate is calculated as follows:
 - o 0-50 Miles \$85
 - o 51-110 Miles \$127
 - o 111-160 Miles \$165
 - o Over 160 Miles The maximum reimbursed by Stoelting is \$165

Any travel costs not covered may be invoiced to the customer.

7. Limitations:

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY SHALL BE THE SOLE LIABILITY STOELTING AND THE EXCLUSIVE REMEDY OF BUYER WITH RESPECT TO EQUIPMENT SUPPLIED BY STOELTING; AND IN NO EVENT SHALL STOELTING BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING AS EXAMPLES BUT NOT INTENDED TO BE LIMITED TO DOWNTIME, OVERHEAD, MATERIALS, PERFORMANCE PENALTIES, LOST SALES, LOST PROFITS, PRODUCT LOSS, OR PROPERTY DAMAGES, WHETHER FOR BREACH OF WARRANTY OR OTHER CONTRACT BREACH, NEGLIGENCE OR OTHER TORT, OR ON ANY STRICT LIABILITY THEORY.