

LIMITED WARRANTY

One Year Parts & Labor Warranty: Fagor Commercial, Inc. ("Fagor") warrants to the first-end-user purchaser (the "User") that the Fagor brand equipment sold hereunder, except for parts and accessories which carry the warranty of a supplier (the "Equipment") will be free from defects in material and factory workmanship under normal conditions of use and maintenance for a period of (1) one year from the date of Installation (Warranty Commencement Date), but in no event to exceed (15) fifteen months from the date of shipment.

Warranty Coverage: If there is a defect in material or factory workmanship covered by this Warranty reported to Fagor during the period the applicable Warranty is in force and effect, Fagor will repair or replace, at Fagor's option, that part of the Equipment that has become defective. Fagor will cover labor cost within one year from the Warranty Commencement date or 15 months from shipment date, whichever occurs first. Fagor shall bear all labor costs in connection with the installation of these replacement parts, provided that, the installation is conducted by Fagor or its authorized representative. Charges for warranty travel time to round trip total (2) two hours or up to 100 miles. Any charges exceeding those stated herein must have prior authorization by Fagor. In case Fagor deems the equipment non-repairable, said equipment will be replaced and the replacement unit(s) will carry the same warranty period from the original unit's installation date (Original Warranty Commencement Date).

Exclusions from and Conditions to Warranty Coverage: This Warranty does not cover parts or accessories, which (a) carry the warranty of a supplier or (b) are abused. Application of this Warranty is further conditioned upon the following:

- Installation. The Equipment must be properly installed in accordance with Fagor's installation procedures and instructions and reviewed and tested by a professional technician.
- No Alteration. The Equipment must not have been modified or altered from its condition at the date of original installation.
- Use. FAGOR EQUIPMENT IS NOT DESIGNED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES, AND ITS SALE FOR SUCH PURPOSES IS NOT INTENDED. IN THE EVENT THE EQUIPMENT IS SO USED, THIS WARRANTY SHALL BE NULL AND VOID, AND THE EQUIPMENT SHALL BE DEEMED TO HAVE BEEN SOLD "AS IS-WHERE IS" WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANT-ABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- Water Quality. Water supply should have hardness between .25 and 3.0 grains per gallon, pH level between 6.5 – 7.5 and TDS level less than 60 PPM. Equipment failure due to inadequate water supply is not covered by this Warranty.
- Proper Maintenance and Operation. The Equipment must be properly maintained and operated in accordance with Fagor's maintenance and operating procedures. All service, labor and parts must be acquired from Fagor or its authorized service representative for the User's area.
- Minor Parts. No labor will be associated with the replacement of minor items such as, and not limited to, switches, pilot lights, gauges, fuses, etc. or replacement of wear items such as curtains, squeeze tubes, etc.
- This warranty is void if failure is a direct result of handling &/or transportation, fire, water, accident, misuse, acts of God, attempted repair by unauthorized persons, improper installation, if serial number has been removed or altered, or if unit is used for purpose other than it was originally intended.

Failure to comply with any of these conditions will void this Warranty. In addition, this Warranty does not cover defects due to apparent abuse, misuse or accident.

Fagor will have no responsibility to honor claims received after the date the applicable Warranty expires. Notwithstanding the foregoing, any claim with reference to the Equipment or any parts therefore for any cause shall be deemed waived unless submitted by the User to Fagor within thirty (30) days after the date the User discovered, or should have discovered, the claim. In connection with all claims under this Warranty, Fagor will have the right, at its own expense, to have its representatives inspect the Equipment at the User's premises and to request all of User's records pertaining to the Equipment to determine whether a defect exists, whether the conditions set forth in this Warranty have been satisfied, and whether or not the applicable Warranty is in effect.

THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATION OF PERFORMANCE AND ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO OTHER WARRANTIES ARE AUTHORIZED ON BEHALF OF FAGOR UNLESS SPECIFICALLY ISSUED BY FAGOR.

Fagor shall have no liability for incidental or consequential losses, damages or expenses, loss of sales, profits or goodwill, or punitive or exemplary damages directly or indirectly arising from the sale, handling or use of the Equipment or from any other cause relating thereto, whether arising in contract, tort, warranty, strict liability or otherwise. Fagor's liability hereunder in any case is expressly limited, at Fagor's election, to repair or replacement of Equipment or parts therefore or to the repayment of, or crediting the user with, an amount equal to the purchase price of such goods.