

VOGT® P-SERIES PRODUCT WARRANTY

Weller Ice, LLC (dba Vogt Ice, LLC), hereinafter referred to as SELLER, warrants every **Vogt Tube-Ice® Machine Model P-Series** to be free from defects in material and workmanship, if properly installed, maintained, and operated under normal use for a period of 12 months from date of shipment from SELLER. Upon receipt of an accepted start-up report within 60 days of shipment, SELLER agrees to an additional 3-month extension of warranty.

The obligation of the SELLER under this warranty is limited to the repair or replacement of parts or assemblies that in the SELLER'S opinion are defective, F.O.B. the factory, without charge to the PURCHASER or original end-user, hereinafter referred to as PURCHASER; or (ii) issuing written authorization for PURCHASER or others to replace or repair, without charge to PURCHASER, those parts proven defective upon examination by SELLER; or (iii) in discharge of SELLER'S maximum liability herewith, refunding all monies paid by PURCHASER to SELLER for the product and, at discretion of SELLER, having the product removed and returned to SELLER at PURCHASER'S expense. All transportation charges relative to corrective work, defective parts or replacement parts shall be borne by PURCHASER. PURCHASER shall give SELLER immediate notice upon discovery of any defect. The undertaking of repairs or replacement by PURCHASER or its agents without SELLER'S written consent shall relieve SELLER of all responsibility herewith.

The component warranty is not applicable to installation related components such as remote air-cooled condenser lines, bins, external electrical components, and external water and drain lines.

Loss of refrigerant and replacement thereof is not covered by this warranty.

Any alteration in material or design of SELLER'S product or component parts thereof by PURCHASER or others without written authorization by SELLER, problems with the electrical supply, water supply, flood, storm, or other acts of God will void all obligations of SELLER regarding the product and any associated warranty herein stated or implied.

SELLER'S sole liability shall be exclusively as set forth herein, and SELLER shall not be liable for any incidental or consequential damages due to its breach of any warranty herein contained, or otherwise. Without limitation to the foregoing, in no event shall SELLER be liable for the loss of the product or for the loss of use of any other product, process, plant, equipment, or facilities of the PURCHASER whether partially or wholly due to defects in material and/or workmanship and/or design of SELLER'S product, and in no event shall SELLER be liable for removal of appurtenances or incidentals such as connections, pipework and similar items of obstruction or for any cost brought about by the necessity of removing the product from its point of installation.

SELLER makes no warranty of any kind whatsoever, express, or implied, other than as specifically stated herein; and there are no warranties of merchantability and/or fitness for a particular purpose which exceed the obligations and warranties specifically stated herein.

Parts furnished without charge as replacements for original parts under warranty are warranted only for that period of time during which the original parts warranty is effective. Damage to any component due to water quality is specifically excluded from this warranty.

LIFETIME WARRANTY*

This component warranty is further extended for the life of the machine to cover the EVAPORATOR (a.k.a. FREEZER). Damage to evaporator tubes as a result of expansion caused by re-freezing of ice or corrosion damage due to water quality is specifically excluded.

All warranties listed above apply only for the exclusive use of the *PURCHASER* or original end user, as defined above.

*"Lifetime" is defined as 25 years from date of original shipment. *Vogt® and Tube-Ice® are registered trademarks of Weller Ice, LLC (dba Vogt Ice, LLC), 1000 West Ormsby Ave., Louisville, Kentucky 40210*

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