

VOGT® MODULAR ICEMAKER SERIES, CHILLER, ICE SIZER, & HP/MHP/ATS/FTS SERIES TES UNITS PRODUCT WARRANTY

Weller Ice, LLC (dba Vogt Ice, LLC), hereinafter referred to as **SELLER**, warrants every **Vogt Modular Icemaker Series, Chiller, Ice Sizer, and HP/MHP/ATS/FTS Series Thermal Energy Storage units** 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.

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

Vogt® and Tube-Ice® are registered trademarks of Weller Ice, LLC (dba Vogt Ice, LLC), 1000 West Ormsby Ave., Louisville, Kentucky 40210