

VOGT® HES SERIES PRODUCT WARRANTY

Weller Ice, LLC (dba Vogt Ice, LLC), hereinafter referred to as SELLER, warrants every **Vogt Tube-Ice® Machine Model HES Series** to be free from defects in material and workmanship, if properly installed, maintained, and operated under normal use for a period of 36 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.

In addition to the component warranty explained above, the SELLER will pay straight time labor to repair or replace a defective component when failure occurs within 36 months from the date of shipment or 39 months from the shipment date if an accepted start-up report is received by the SELLER within 60 days of the shipment date. Such service can only be performed by a SELLER approved service representative or a refrigeration service agency as qualified and authorized by the SELLER'S distributor. The above labor warranty applies only to the original end user and for machines installed in the **UNITED STATES OF AMERICA** and is not applicable to remote air-cooled condensers or auxiliary equipment.

The component and labor warranties are 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.

Time and hourly rate schedules, as published by the SELLER, apply to all service procedures. Additional expense including, but not limited to, overtime premium, travel time, material cost, accessing of the Tube-Ice® machine, is the responsibility of the owner, along with all maintenance, adjustments, cleaning, and ice purchases.

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 during which the original parts warranty is effective. Damage to any component due to water quality is specifically excluded from this warranty.

COMPRESSOR AND CUTTER ASSEMBLY LIMITED WARRANTY

SELLER hereby warrants the compressor and cutter assembly (excluding the cutter bearings and drive train) for 60 months after shipment from SELLER. The compressor parts warranty shall not apply when the Tube-Ice® machine is installed or modified with a condenser or a heat reclaim device other than those sold by SELLER unless SELLER has accepted modifications for specific installations in writing. Compressor warranty is limited to one replacement. Additional failures within the warranty period subject to review by factory.

All parts and component warranties listed above apply to installations within THE UNITED STATES OF AMERICA. International installations outside The United States of America are warranted for a period of 12-months from date of shipment or 15-months from date of shipment if the PURCHASER submits an accepted start-up report within 60 days of shipment.

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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