

VOGT[®] VT MACHINE BASIC PRODUCT WARRANTY

*Effective as of
2012*

Vogt Ice, LLC. hereinafter referred to as *SELLER*, warrants every **Vogt[®] VT Machine Model VT40, VT60 and VT100** to be free from defects in material and workmanship, if properly installed, maintained and operated under normal use for a period of 24 months from date of original installation or 24 months from date of shipment from *SELLER'S* plant if the *SELLER* does not have an accepted start-up form on file. 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, not including the compressor.

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.

The compressor warranty is for a period of 12 months from date of original installation or 12 months from date of shipment from *SELLER'S* plant if the *SELLER* does not have an accepted start-up form on file.

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.

LOSS OF REFRIGERANT AND REPLACEMENT THEREOF IS NOT COVERED BY THIS WARRANTY.

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.

TEN-YEAR EXTENDED WARRANTY

At the termination of the two year component warranty period above, *SELLER* hereby extends this warranty for eight years to cover **EVAPORATOR ASSEMBLIES**. *The extended warranty, as it applies to the EVAPORATOR covers only those machines installed in THE UNITED STATES OF AMERICA AND IT'S TERRITORIES.*

Damage to evaporator tubes as a result of expansion caused by re-freezing of ice, dents or scratches caused by abuse or corrosion damage due to water quality is specifically excluded.

These extensions of warranty apply only to **VOGT[®] VT MACHINE MODELS VT-40, VT-60 and VT-100** for the exclusive use of the *PURCHASER* or original end user, as defined above. All other obligations, terms and conditions of the Basic Product Warranty apply to the Extended Warranty.

Vogt[®] and Tube-Ice[®] are registered trademarks of Vogt Ice LLC, 1000 West Ormsby Ave., Louisville, Kentucky 40210

