

LIMITED WARRANTY

Frosty Factory of America, Inc., the warrantor, providing that the conditions set forth herein are met by the Purchaser-User, warrants to the original purchaser-user that Frosty Factory Frozen Drinks machines, herein referred to as the "unit" is free from defects in factory workmanship and materials. This warranty is for the period of one year on all components of the unit with the exceptions below. The compressor and the evaporator have a warranty period of five years. During the warranty periods, Frosty Factory of America, Inc., agrees to repair without cost to purchaser-user, except for expedited shipping charges, any part or parts of said unit proved to the satisfaction of Frosty Factory of America, Inc. to be defective when sold. The warrantor shall not be responsible for any expenses incurred for service or repairs performed by a person or entity other than the Warrantor, unless specifically authorized by the Warrantor, and the repair falls in the 1-year labor warranty period. Past 1 year, service calls or repairs other than those covered by the conditions set forth in this Warranty will be made at the expense of the original Purchaser-User. No item can be returned to the factory prior to a Return Authorization having been issued by the factory. Any item returned without a Factory Return Authorization affixed to it will not be accepted.

This warranty is in lieu of all other warranties, express or implied, including any warranties of merchantability or fitness for a particular use, and releases Frosty Factory of America, Inc. from all other obligations whatever. Frosty Factory of America, Inc. neither assumes nor authorizes any other person to assume from the warrantor any other liability in connection with the identified unit. This warranty is not assignable. "Original Purchaser-User" shall mean only such person or entity for which the identified unit is originally purchased and installed. If the warranty is not registered by the warrantor, warranty coverage begins the date of shipment.

All inquiries to our Factory about unit must be accompanied by the unit serial number and comply with warranty processing guidelines. These guidelines include, but are not limited, to the end user opening a warranty ticket with Frosty Factory's tech support department, answering troubleshooting questions on the machine, conducting simple troubleshooting tasks, and sending any pictures requested by the tech support department.

Limits to this warranty:

- 1. This warranty does not apply to damage to said unit occurring in transit, or damage caused by unauthorized alternations, fire, accidents, artificially generated electric currents, Acts of God, misuse, or abuse, or by any other cause whatsoever other than defects in Factory workmanship or material.
- 2. This warranty does not apply to damage or loss of any products, refrigerant, property, or loss of income or profits due to the malfunctioning of said unit, nor to transportation or special charges for state sales or other taxes.
- 3. This warranty excludes normal maintenance items, including but not limited to, O-rings, seals, belts, etc.
- 4. This warranty does not cover issues that are caused by lack of maintenance that is to be performed weekly as per cleaning instructions.
- 5. The equipment installation location must have suitable conditions as explained in the operator's manual or specification sheet including but not limited to, ambient temperature, water supply parameters, and space requirements.
- 6. This warranty does not cover the adjustment of the viscosity for product thickness, or belt realignments once equipment is installed.
- 7. This warranty does not cover end-user training on subjects included in the operation manual.
- 8. Overtime, weekend, and holiday premiums will be the responsibility of the buyer.
- 9. This warranty does not cover equipment failure caused by inadequate water quality, improper cleaning, harsh chemicals, or acids.
- 10. Labor and travel charges due to return trips or waiting if the service provider is prevented from starting service work upon arrival. This exception includes labor charges incurred for limited access facilities and limited access to the equipment.

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