

Spaceman USA Scope of Service and Limited Warranty

Spaceman's warranty obligations are limited to the terms set forth below:

- I. From the date of delivery, Spaceman USA ("SM") shall provide its end customers with a one-year non-wearable parts warranty (the "Limited Warranty") with respect to the SM Soft Serve and Frozen Beverage Machines (the "Equipment"). SM's sole obligation during the one-year warranty period is limited to repairing or, at SM's option, replacing non-wearable parts in accordance with this Limited Warranty. The Limited Warranty shall not apply to wearable parts. Wearable parts include but are not limited to: hand screw, distribution handle, distribution lever, handle springs, dispensing springs, pivot pin, draw valve O-ring, draw valve, center draw valve, center draw valve o-ring, o-rings, panels, discharge body door, pivot pin nut, design cap, ripple ring, beater, air tubes, drip tray cover, drip tray, drip tray anchor point, drip pan, caster swivel (front and back), emergency switch, fuses, control panel, stopples, stopple o-rings, belts, and hopper covers.
- II. The Limited Warranty applies to the compressors, motor, gear box, condensers, fans, electric boards. In addition, SM shall provide an additional four-year extended warranty (excluding labor) for a total warranty period of five (5) years from the date of delivery with respect only to the Equipment's compressor, shell, and hopper.
- III. The Limited Warranty is only valid for normal mechanical wear-and-tear that requires that a non-wearable part be replaced or repaired for the Equipment to resume normal operational functions. This Limited Warranty does not apply if any of the non-wearable parts are damaged due to negligent use, failure to properly clean and maintain, product freeze ups, issues related to using custom made products, misuse or abuse, use of improper voltage or electrical connection, use contrary to the operating instructions, modification, disassembly, repair or alteration by anyone other than authorized service providers, or any outside circumstances beyond normal mechanical wear-and-tear; and in such circumstances, SM shall not be responsible, financially or otherwise, to replace the non-wearable part(s) regardless of how long the end customer has had physical possession of the Equipment.
- IV. Customer must schedule service directly with the local authorized service agent (ASA). If service is paid by the customer and covered under the Limited Warranty, then SM shall pay back the charge for labor and part replacement. SM will cover up to 90 minutes of round-trip travel plus standard hourly charges. SM does not cover overtime rates or fees, nor does SM cover travel charges beyond 90 minutes.
- V. If the ASA determines that the reason for the Equipment's malfunction is anything other than normal mechanical wear-and-tear or the malfunction of a non-wearable part, then SM shall not be responsible for any payment to the service provider, or for any repair, and/or any replacement of the part(s) in question or the Equipment in question.
- VI. This Limited Warranty is only valid for customers who purchase the Equipment directly through SM authorized dealers inside of the United States, have completed training, and registered their warranty. The Limited Warranty is not transferable or assignable and will become void if equipment is moved to a new address. The Limited Warranty does not cover equipment installed on a generator.

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