

Kintera Food Equipment, LLC.

MANUFACTURER'S LIMITED PARTS AND LABOR WARRANTY

KINTERA

KINTERA ICE MAKERS CARRY A TWO-YEAR PARTS AND LABOR WARRANTY AGAINST FACTORY DEFECTS AS OUTLINED BELOW. AN ADDITIONAL 3 YEAR WARRANTY IS PROVIDED FOR THE COMPRESSOR AND EVAPORATOR FOR THE PART ONLY.

KINTERA ICE BINS CARRY A ONE-YEAR WARRANTY AGAINST FACTORY DEFECTS.

KINTERA ICE, warrants for the following for the specified periods from the installation date that new ice machines manufactured by KINTERA (the "Products") shall be free of defects in material or workmanship under normal and proper use and maintenance as specified by KINTERA, and upon proper installation and start-up in accordance with the instruction manual facilitated by KINTERA.

Proper warranty registration must be completed within 30 days of the original installation date to validate the product warranty. In the event that proper registration has not been completed, the warranty shall begin from the factory ship date or the distributor sold date, whichever is available. Regardless of the actual installation date, the warranty start date shall not exceed six (6) months from KINTERA's ship date.

The obligation of KINTERA under this warranty is limited to the repair or replacement of parts, components, or assemblies that in the opinion of KINTERA are defective. This warranty is further limited to the cost of parts, components, or assemblies and standard straight time labor charges at the servicing location. This warranty explicitly limits coverage to the repair or replacement of the defective components and does not cover food loss or any other financial impact stemming from a unit failure.

Time and hourly rate schedules, as published from time to time by KINTERA, apply to all service procedures. Additional expenses, including without limitation, travel time, overtime premium, material cost, accessing or removal of the ice machine, or shipping are the responsibility of the owner, along with all installation, maintenance, adjustments, cleaning, and ice purchases. Labor covered under this warranty must be performed by one of KINTERA's authorized service companies, with pre-authorization by KINTERA prior to actual service call. KINTERA's liability under this warranty shall in no event be greater than the actual purchase price paid by the customer for the ice machine.

All claims for parts and/or labor shall be made through the local KINTERA distributor. The defective part, for which labor reimbursement is claimed, together with the service invoice, must be returned to the KINTERA distributor within fifteen days from date of service to be eligible for labor and parts warranty coverage. All replacement parts must be approved KINTERA parts. All claims shall include the product model number, serial number, original date of installation and customer identification.

This warranty shall not apply to:

- External electrical power failure or miswiring to product for any reason.
- External water supply failure or plumbing problems to the product for any reason.

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- External drain line malfunctions.
- Any part or assembly that has been subjected to misuse, abuse, neglect, or accidents.
- Any ice machine that has been installed and/or maintained inconsistent with technical instructions provided by KINTERA.
- Any part or assembly that has been altered, modified, or changed.
- Any product that has been sold or is installed or is located outside United States of America, or Canada, Puerto Rico or U.S. Territories without prior KINTERA approval.
- Water related issues: Any KINTERA ice maker that is operated without a properly installed or industry approved water filter or filtration system or that is found to be not properly cleaned or maintained, filtration cartridge not replaced in a timely manner, affecting performance.
- Any KINTERA ice maker used in outdoor environment.

This warranty shall not apply when the refrigeration system is modified with a condenser, heat reclaim device, or parts or assemblies other than those manufactured by KINTERA, unless KINTERA approves these modifications for specific installations in writing.

In no event shall KINTERA be liable for any special, indirect, incidental, or consequential damages, including but not limited to, damages for inconvenience, ice purchase, rental or replacement equipment, loss of profits, water damage, or other commercial loss. Upon the expiration of the warranty period, KINTERA's liability under this warranty shall terminate.

This warranty is the only warranty made in connection with the sale and distribution of the products. Any, and all, other expressed, statutory and implied warranties applicable to the product, including, without limitation, all implied warranties of merchantability and fitness for use are expressly disclaimed.

The warranty information set forth above shall be governed and construed in accordance with the laws of the State of Massachusetts and, if applicable, the laws of the United States of America and Canada.