



Warranty

Effective: February 14, 2002

Berkel warrants to the Buyer of new equipment that said equipment, when installed in accordance with our instructions and subjected to normal use, is free from defects in material or workmanship for a period of one (1) year from the date of sale.¹

BERKEL SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

Berkel's obligation and liability under this warranty is expressly limited to repairing or replacing equipment that proves to be defective in material or workmanship within the applicable warranty period. Berkel or a Designated Berkel Service Location will perform all repairs pursuant to this warranty. Berkel expressly excludes responsibility for incidental or consequential damages to buyer or any third party, including, without limitation, damages arising from personal injuries, lost profits, loss of business opportunity, loss of property, economic losses, or statutory or exemplary damages, whether in negligence, warranty, strict liability or otherwise.

This warranty does not apply to: periodic maintenance of equipment including but not limited to lubrication, replacement of worn blades, knives, stones, knobs, accessories, and miscellaneous expendable supply items, and other adjustments required due to installation set-up or normal wear.

These warranties are given only to the first purchaser from a Berkel Authorized Channel of Distribution. No warranty is given to subsequent transferees.

The foregoing warranty provisions are a complete and exclusive statement of the warranty between the buyer and seller. Berkel neither assumes nor authorizes any persons to assume any other obligation or liability connection with said equipment. This warranty supersedes any and all prior warranties to the subject hereof.