

U.S. Domestic Warranty

For sales of Traulsen refrigeration equipment (“Equipment”) within the United States, Traulsen warrants to the original purchaser of the Equipment (“Purchaser”) that Traulsen will convey the Equipment free and clear of all liens, security interests, and encumbrances created by, through, or under Traulsen. Traulsen further warrants that for a period of three (3) years from the later of either (a) the date of delivery to the common carrier or (b) the date of installation (the “Domestic Warranty Period”) but in no event, shall the Domestic Warranty Period commence later than 18 months from the date of delivery to the common carrier unless otherwise agreed upon by the parties in writing, under normal use and given proper installation and maintenance as determined by Traulsen, the Equipment: (a) will conform to the specifications as provided by Traulsen (“Specifications”) and (b) will be free from substantial defects in material and workmanship.

The warranty period for compressors shall extend for an additional two (2) years beyond the Domestic Warranty Period. In the case of a nonconforming compressor, Traulsen shall provide a replacement compressor; however all installation, recharging, and repair costs shall be the responsibility of Purchaser. In the case of a nonconforming part, Purchaser must return the part to Traulsen within 30 days from the date of repair. Failure to return a claimed defective part to Traulsen within the 30 days will waive the right to the warranty claim.

Additionally, Traulsen provides a lifetime warranty on the housing of cam-lift hinges and the workflow handles. In the case of a non-conforming housing for cam-lift hinge or workflow handle, Traulsen shall provide a replacement part; however Purchaser shall be responsible for any other replacement costs, including but not limited to installation and labor.

The Domestic Warranty does not apply to: (a) consumable components or ordinary wear items; (b) components that are removable without the use of tools including but not limited to gaskets, shelf pins, and light bulbs; (c) use of the Equipment components or parts not supplied by Traulsen or specified by Traulsen in the Operator’s Manual as set forth on Traulsen’s website; or (d) damage resulting from fire, water, burglary, accident, abuse, misuse, transit, acts of God, terrorism, power surges, improper installation, or repairs or installation by unauthorized third parties.

For Traulsen units purchased for use with a condenser provided by a third-party, this standard warranty will apply only to those components contained within the unit to the point of connection of the refrigeration lines leading to the third-party condenser.

In the event of a breach of the warranties set forth above (the “Domestic Warranty”), Traulsen will, at Traulsen’s option and as Purchaser’s sole remedy, repair or replace, including labor costs, any nonconforming Equipment, provided that (a) during the Warranty Period Traulsen is promptly notified in writing upon discovery of the nonconformance with a detailed explanation of any alleged deficiencies; (b) Traulsen is given a reasonable opportunity to investigate all claims; and (c) Traulsen’s examination of any alleged defective part confirms such alleged deficiencies and that the deficiencies were not caused by misuse, neglect, improper installation, unauthorized alteration or repair or improper testing. Traulsen reserves the right to, at its request, require Purchaser shall ship the alleged defective part to Traulsen for inspection and confirmation of defect. No Equipment may be returned without Traulsen’s approval.

Purchaser is solely responsible for determining if Equipment is fit for a particular purpose and suitable for Purchaser’s application. Accordingly and due to the nature and manner of Traulsen’s Equipment, Traulsen is not responsible for the results or consequences of use, misuse, or application of its Equipment.

THIS DOMESTIC WARRANTY SETS FORTH THE EXTENT OF TRAULSEN’S LIABILITY FOR SALES WITHIN THE UNITED STATES. EXCEPT AS SET FORTH ABOVE, TRAULSEN MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE). IN NO EVENT WILL TRAULSEN’S LIABILITY IN CONNECTION WITH THE AGREEMENT OR SALE OF THE EQUIPMENT EXCEED THE PURCHASE PRICE OF THE EQUIPMENT AS TO WHICH THE CLAIM IS MADE. IN NO EVENT SHALL TRAULSEN BE LIABLE FOR ANY LOSS OF USE, LOSS OF PRODUCT, LOSS OF PROFIT, OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THIS WARRANTY EVEN IF TRAULSEN HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.



TRAULSEN EQUIPMENT WARRANTY

Export Warranty

For sales of Traulsen refrigeration equipment (“Equipment”) outside of the United States, Traulsen warrants parts only, not labor to the original purchaser of the Equipment (“Purchaser”) that Traulsen will convey the Equipment free and clear of all liens, security interests and encumbrances created by, through or under Traulsen. Traulsen further warrants that for a period of one (1) year from the date of delivery to the common carrier (the “Export Warranty Period”) unless otherwise agreed upon by the parties in writing, under normal use and given proper installation and maintenance as determined by Traulsen, the Equipment: (a) will conform to the Specifications as provided by Traulsen; and (b) will be free from substantial defects in material and workmanship. It is the end user’s responsibility to arrange for the export shipping.

The Export Warranty does not apply to: (a) consumable components or ordinary wear items; (b) components that are removable without the use of tools including but not limited to gaskets, shelf pins, and light bulbs; (c) use of the Equipment components or parts not supplied by Traulsen or specified in the Operator’s Manual as set forth on Traulsen’s website; or (d) damage resulting from fire, water, burglary, accident, abuse, misuse, transit, acts of God, terrorism, power surges, improper installation, or repairs or installation by unauthorized third parties.

For Traulsen units purchased with a condenser provided by a third-party other than Traulsen, this standard warranty will apply only to those components contained within the unit to the point of connection of the refrigeration lines leading to the to the third-party condenser.

In the event of a breach of the warranties set forth above (the “Export Warranty”), Traulsen will, at Traulsen’s option and as Purchaser’s sole remedy, repair or replace, but not including labor, freight, export costs, packaging costs, any nonconforming Equipment, provided that (a) during the Export Warranty Period Traulsen is promptly notified in writing upon discovery of such nonconformance with a detailed explanation of any alleged deficiencies; (b) Traulsen is given a reasonable opportunity to investigate all claims; and (c) Traulsen’s examination of such piece of Equipment defective part confirms the alleged nonconformity and that the nonconformities were not caused by misuse, neglect, improper installation, unauthorized alteration or repair or improper testing. Traulsen reserves the right to, at its request, require Purchaser shall ship the alleged defective part to Traulsen for inspection and confirmation of defect. No Equipment may be returned without Traulsen’s approval.

Purchaser is solely responsible for determining if Equipment is fit for a particular purpose and suitable for Purchaser’s application. Accordingly and due to the nature and manner of Traulsen’s Equipment, Traulsen is not responsible for the results or consequences of use, misuse, or application of its Equipment.

THIS EXPORT WARRANTY SETS FORTH THE EXTENT OF TRAULSEN’S LIABILITY FOR SALES OUTSIDE THE UNITED STATES. EXCEPT AS SET FORTH ABOVE, TRAULSEN MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE). IN NO EVENT WILL TRAULSEN’S LIABILITY IN CONNECTION WITH THE AGREEMENT OR SALE OF THE EQUIPMENT EXCEED THE PURCHASE PRICE OF THE EQUIPMENT AS TO WHICH THE CLAIM IS MADE. IN NO EVENT SHALL TRAULSEN BE LIABLE FOR ANY LOSS OF USE, LOSS OF PRODUCT, LOSS OF PROFIT, OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THIS WARRANTY EVEN IF TRAULSEN HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.



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