

## WARRANTY

United States of America & Canada

### THREE (3) YEAR PARTS AND LABOR WARRANTY

Continental Refrigerator warrants to the original purchaser of every new Continental Refrigerator self contained unit, including all parts thereof, that such equipment is free from defects in material and workmanship, under normal use, proper maintenance and service as indicated by Continental Refrigerator installation and operation manual, for a period of three (3) years from the date of installation, or thirty-nine (39) months from the date of shipment from the manufacturer, whichever comes first. Normal wear type parts, such as light bulbs/lamps and gaskets are not covered by this warranty. For the purpose of this warranty, the original purchaser shall be deemed to mean the individual or company for whom the product was originally installed.

Continental Refrigerators obligation under this warranty shall be limited to repairing or replacing, including labor, any part of such product which proves thus defective. Continental Refrigerator reserves the right to examine any product claimed to be defective. The labor warranty shall be for self-contained units only and for standard straight time, which is defined as normal service rate time, for service performed during normal working hours. Any service requested outside of a servicer's normal working hours will be covered under this warranty for the normal rate and any additional overtime rate will be the responsibility of the equipment purchaser.

Any part determined to be defective in the product should be returned to the company within thirty (30) days under the terms of this warranty and must be accompanied by the cabinet model, serial number, and identified with a return material authorization number, issued by the manufacturer.

Special installation/applications, including remote locations, are limited in coverage by this warranty. Any installation that requires extra work, and/or travel, to gain access to the unit for service is the sole responsibility of the equipment purchaser.

Improper operation resulting from factors, including but not limited to, improper or negligent cleaning and maintenance, low voltage conditions, inadequate wiring, and accidental damage are not manufacturing defects and are strictly the responsibility of the purchaser.

Condenser coils must be cleaned at regular intervals. Failure to do so can cause compressor malfunction and will void warranty. Continental Refrigerator recommends a minimum monthly cleaning, as stated in the installation and operation manual.

### ADDITIONAL TWO (2) YEAR COMPRESSOR PART WARRANTY

In addition to the warranty set forth above, Continental Refrigerator warrants the hermetically/semi-hermetically sealed compressor (part only) for an additional two (2) years beyond the first three (3) year warranty period; not to exceed sixty-three (63) months from the date of shipment from Continental Refrigerator, provided upon receipt of the compressor, manufacturer examination shows the sealed compressor to be defective. This extended warranty does not cover freight for the replacement compressor or freight for return of the failed compressor. Also, this extended compressor-part only warranty does not apply to any electrical controls, condenser, evaporator, fan motors, overload switch, starting relay, capacitors, temperature control, filter/drier, accumulator, refrigeration tubing, wiring harness, labor charges, or supplies which are covered by the standard warranty above.

THE FOREGOING WARRANTIES ARE EXPRESSLY GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED, ALONG WITH ALL OTHER OBLIGATIONS OR LIABILITIES ON OUR PART. AND WE NEITHER ASSUME, NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR US, ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THE SALE OF SAID REFRIGERATION UNITS OR ANY PARTS THEREOF.

This warranty shall not be assignable and shall be honored only in so far as the original purchaser.

This warranty does not apply outside the limits of the United States of America and Canada, nor does it apply to any part that has been subject to misuse, neglect, alteration, accident, or to any damage caused by transportation, flood, fire, acts of terrorism, or acts of God.

IN NO EVENT SHALL CONTINENTAL REFRIGERATOR BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES. THE REMEDIES OF PURCHASER SET FORTH HEREIN ARE EXCLUSIVE AND THE TOTAL LIABILITY OF CONTINENTAL REFRIGERATOR, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNIFICATION, STRICT LIABILITY, TORT, OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE COMPONENT UPON WHICH LIABILITY IS BASED. CONTINENTAL REFRIGERATOR SHALL HAVE NO OBLIGATION OR LIABILITY FOR CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO INDIRECT, PUNITIVE DAMAGES, LOSS OF USE, LOSS OF PRODUCT, DOWNTIME OR LOST PROFITS, ARISING OUT OR, RELATED TO OR CONNECTED IN ANY WAY WITH THE PRODUCT OR ITS USE.

