



REFRIGERATION WARRANTY

Warranty: Fagor warrants to the first- end-user purchaser (the "User") that the Fagor brand equipment (the "Equipment") sold hereunder, will be free from defects in material and factory workmanship under normal conditions of use and maintenance for a period of (3) three years from the date of Installation (Warranty Commencement date), but in no event to exceed (39) thirty-nine months from the date of shipment from Fagor. The warranty only applies to the original purchaser/user. The warranty is not transferable. The above warranty only applies to continental US and Canada. For Export, the warranty is (1) one-year parts only.

Warranty Coverage: If there is a defect in material or factory workmanship covered by this Warranty reported to Fagor during the period the applicable Warranty is in force and effect, Fagor will repair or replace, at Fagor's option, that part of the Equipment that has become defective. Fagor shall bear all straight time labor costs in connection with the installation of these replacement parts, provided that, the installation is conducted by Fagor or its authorized representative. Charges for warranty travel time to round trip total of (2) two hours or up to 100 miles total. This is only valid for ROAD travel and does not include any after-hours, weekend or holiday service calls, Air trips, ferries trips, additional charges or excess mileage expense in remote areas. Any charges exceeding those stated herein must have prior authorization by Fagor. Fagor is not responsible for the relocation of a unit from a user's premises to perform a warranty repair.

Additional Two (2) Year Compressor Part Warranty: In addition to the warranty set above, Fagor warrants the sealed compressor (part only) for an additional two (2) years based on the original installation date. This warranty is for defects, both in workmanship and material, under the normal and proper use and maintenance service. The two (2) year extended warranty only applies to sealed parts of the compressor and does not apply to any other part or component, including, but not limited to cabinet, temperature control, refrigerant, motor starting equipment, fan assembly, or any other electrical or mechanical component.

Fagor will have no responsibility to honor claims received after the date the applicable Warranty expires. Notwithstanding the foregoing, any claim with reference to the equipment or any parts therefore for any cause shall be deemed waived unless submitted by the user to Fagor within thirty (30) days after the date the user discovered, or should have discovered, the claim. In connection with all claims under this Warranty, Fagor will have the right, at its own expense, to have its representatives inspect the equipment at the user's premises and to request all of user's records pertaining to the equipment to determine whether a defect exists, whether the conditions set forth in this Warranty have been satisfied, and whether or not the applicable Warranty is in effect.

Exclusions from and Conditions to Warranty Coverage: This Warranty does not cover parts or accessories which carry the warranty of a supplier. Application of this Warranty is further conditioned upon the following:

- Installation: The Equipment must be properly installed in accordance with Fagor's installation procedures and instructions and reviewed and tested by Fagor's authorized representative.
- No Alteration: The Equipment must not have been modified or altered from its condition at the date of original installation.
- Use: FAGOR EQUIPMENT IS NOT DESIGNED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES, AND ITS SALE FOR SUCH PURPOSES IS NOT INTENDED. IN THE EVENT THE EQUIPMENT IS SO USED, THIS WARRANTY SHALL BE NULL AND VOID, AND THE EQUIPMENT SHALL BE DEEMED TO HAVE BEEN SOLD "AS IS-WHERE IS" WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANT-ABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- Proper Maintenance and Operation: The Equipment must be properly maintained and operated in accordance with Fagor's maintenance and operating procedures. All service, labor and parts must be acquired from Fagor or its authorized service representative for the User's area.
- Minor Parts. No labor will be associated with the replacement of minor items such as, and not limited to, switches, lights, gauges, fuses, etc. or replacement of wear items such as curtains, squeeze tubes, etc.
- This warranty is void if failure is a direct result of handling and/or transportation, fire, water, accident, misuse, "acts of God," attempted repair by unauthorized persons, use of non-OEM parts, improper installation, if serial number has been removed or altered, or if unit is used for purpose other than it was originally intended.
- Electrical Connection: Fagor is not responsible for the repair or replacement of failed or damaged components resulting from incorrect supply voltage, the use of extension cords, low voltage, or unstable supply voltage.

Failure to comply with any of these conditions will void this Warranty. In addition, this Warranty does not cover claims made on units sold or used outside of the Continental United States and Canada.

THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATION OF PERFORMANCE AND ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO OTHER WARRANTIES ARE AUTHORIZED ON BEHALF OF FAGOR UNLESS SPECIFICALLY ISSUED BY FAGOR

Fagor shall have no liability for incidental or consequential losses, damages or expenses, loss of sales, profits, or goodwill, or punitive or exemplary damages directly or indirectly arising from the sale, handling, or use of the Equipment or from any other cause relating thereto, whether arising in contract, tort, warranty, strict liability or otherwise. Fagor's liability hereunder in any case is expressly limited, at Fagor's election, to repair or replacement of Equipment or parts therefore or to the repayment of, or crediting the user with, an amount equal to the purchase price of such goods.

Warranty claims: Register your product with Fagor to validate your warranty. You may register your product online at www.Fagoramerica.com. Service calls must be made directly through ONNERA USA service department at 877-693-3372 or by e-mail: us.service@onneragroup.com. All claims should include: model, serial number, date of installation, proof of purchase and all the information supporting the defect. In case of compressor replacement under warranty "compressor check list form" must be filled out and returned to Fagor.

Damaged Merchandise: Fagor assumes no responsibility for damages while in transit, nor concealed damages. Inspect shipment for any damage, before accepting it. If damaged, open and inspect the contents with the carrier. Any damage should be noted and reported on the delivering carrier's receipts. Retain all the crating material until inspection has been made.

Cancellations & Returns: Cancelled orders and returned merchandise are subject to a 25% restocking and handling charge. Written authorization is required for the return of any equipment. All equipment returned must be in its original factory crate; freight prepaid and must be in the same condition as originally shipped by Fagor. Returns will only be authorized within 30 days of the invoice date.