FWE PRECISION HEATED TEMPERATURE TECHNOLOGY LIMITED TWO YEAR WARRANTY

FWE / Food Warming Equipment Company, Inc. (Seller) warrants to the original purchaser, subject to the exceptions and conditions below, that FWE manufactured equipment shall be free from defects in material or factory workmanship, under ordinary use for the purpose for which it is designed. The effective warranty period is as follows:

PARTS: Seller will furnish without charge to the original purchaser, FOB Sellers' factory, replacement parts for repairs to all new standard catalog products and factory custom / modified units, which in Seller's sole judgement, prove defective in materials or workmanship under normal and proper use with the reserved right to request the return of any part claimed to be defective, prior to issuing replacement part or authorizing warranty service, for a period of two (2) years from date of original shipment from Seller's plant, except for equipment used in a Correctional Environment / Facilities, which is warranted for a period of one (1) year from date of original shipment from Seller's plant.

LABOR: Seller's labor warranty shall be performed by a Seller-approved Service Agency who must contact Seller to obtain a Warranty Service Authorization (WSA) number prior to performing any repairs. If service is required during overtime periods, the difference between overtime and standard labor rates shall be paid by the purchaser. Seller does not assume any responsibility for any charges not expressly authorized, incidental to the repair or replacement of equipment covered by this warranty, nor charges exceeding, in Sellers sole judgement, normal and customary amounts. Only approved travel charges will be allowed. Seller's labor warranty shall be from the date of original shipment date from Seller's plant for a period of one (1) year, except for equipment used in a Correctional Environment / Facilities which is warranted for a period of six (6) months.

This warranty is for normal usage and does not apply to any product or parts thereof that have been misused, altered, or where Seller's operating instructions or specific voltage is not observed; nor shall this warranty apply to defective products or parts resulting from accident following date of original shipment, nor extend to or cover removal, installation, reinstallation or calibration, or service calls or cost of repairs undertaken by a customer. This warranty is also subject to the following:

- 1.] Customer returning the warranty registration card, accompanying Sellers original shipment, to Seller within thirty (30) days of receipt;
- 2.] Giving immediate notice of any allegedly defective part or product to Seller; and
- 3.] Customer, at Sellers request, returning said defective parts or product to Seller.

This is the sole warranty applicable to the merchandise. It is expressly understood that Seller's liability hereunder is limited to the repair or replacement, at Seller's option, of products or parts, defective materials or workmanship as provided above. Seller's judgement as to the cause and nature of any defect will be final. Seller shall in no case be responsible for special or consequential damages or any other obligation or liability with respect to products sold by Seller.

This warranty, as stated above, applies to equipment installed in the Continental United States. FWE equipment installed outside the Continental United States shall carry parts coverage only. All labor costs are approved on a discretionary basis, based on like repairs in the Continental U.S. This warranty shall stand in whole or in part as allowed by law. Any exclusion of a part of this warranty, as may be allowed by law, shall not void balance of warranty.

This is a limited warranty pursuant to the Consumer Product Warranties Act, 15 U.S. Code. section 2303.

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