

## KYSOR WARREN EPTA US CORPORATION EQUIPMENT LIMITED WARRANTY

APPLIES IN NORTH AND SOUTH AMERICA ONLY TO PRODUCTS

INSTALLED ON OR AFTER April 1, 2019. (Rev. 0.0)

**PLEASE READ DISPUTE RESOLUTION SECTION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS**

***Failure to maintain equipment will void this Limited Warranty***

### LIMITED WARRANTY

Subject to the terms below, this Limited Warranty covers components within the following products (“Products”) sold by Kysor Warren Epta US Corporation (“Manufacturer”): refrigeration/rack system equipment, merchandising cases, service parts and the motor compressors used in the refrigeration system equipment. This Limited Warranty covers repair components only. It does NOT cover accessories or components that must be replaced as part of a regular maintenance program, such as filters, driers, refrigerant, refrigerant line sets, fuses, surge protection devices, gaskets, belts, wiring, and oil nozzles, or any of the other services or costs for replacement of warranty part set out in the Warranty Coverage section, including but not limited to diagnostics, labor, or freight.

### WARRANTY PERIOD

The warranty begins on the date of original Product start-up, or eighteen (18) months from date of shipment by Manufacturer, whichever first occurs, and extends for a period of one (1) year from that date (the “Warranty Period”). If the date of original equipment start up cannot be verified, that date is presumed to be six (6) months after the date of shipment by Manufacturer. All service parts that are not sold or purchased with the original Product order have a warranty of ninety (90) days from date of purchase.

NOTE - The installation of replacement components under this Limited Warranty does not extend the Warranty Period.

### WARRANTY COVERAGE

This limited warranty applies only to the original purchaser of the Products from Manufacturer (the “Purchaser”). If, during the Warranty Period, a covered component in the Products fails because of a manufacturing defect, Manufacturer will provide a replacement component to the Purchaser. In lieu of providing a replacement component, Manufacturer may, at its option, grant Purchaser a credit for the purchase price of the applicable component.

The warranty for the motor compressors used within Manufacturer’s refrigeration systems is provided by the manufacturer of the motor compressor, not Manufacturer. Manufacturer is not responsible for that warranty and/or any sale, purchase, use, provision, application, or recovery provided thereunder.

Purchaser will be responsible for all shipping, freight and handling charges, as well as all fees and costs associated with the warranty service, including, but not limited to, all labor and other costs involved in diagnosing, removing, repairing, servicing or replacing any component. Manufacturer’s sole responsibility under this Limited Warranty is to provide a replacement component as set forth above. In the event that any component covered by this Limited Warranty is no longer available, Manufacturer may, at its option, provide a substitute component. Additional charges or costs are not covered by this Limited Warranty, including but not limited costs which may be incurred as a result of the substitution of other than identical replacements, refrigerant loss, food loss, sales loss, and/or labor for removing and restocking product. Both Manufacturer and Purchaser are bound by this Limited warranty.

### MAKING A WARRANTY CLAIM

All warranty claims must be made by Purchaser to Manufacturer in writing within the Warranty Period— otherwise such claim will be deemed waived. To make a warranty claim, Purchaser must provide Required Equipment Information (“REI”) to Manufacturer’s Warranty Claims Department at [KWPartswarranty@kysorwarren.com](mailto:KWPartswarranty@kysorwarren.com). REI includes the following:

1. Complete model(s) and serial number(s) of unit(s) involved
2. Shipping address (where Purchaser would like the replacement part sent)
3. Original purchaser of equipment and address or original invoice/acknowledgment number.
4. Start-up date of the equipment involved
5. Failure date of the part being replaced
6. Part number or description
7. Reason for replacement
8. Purchase order number
9. Any other information reasonably requested by Manufacturer (Note – Proof of prior maintenance or purchase may also be required)

Providing a purchase order may be necessary and will expedite replacement of parts. Manufacturer will determine at its discretion whether the Products must be returned or can be field scrapped. If the Products must be returned, Purchaser will be provided with an RMA number and must follow the Returns Material Authorization process.

Once a Good has been approved by SELLER for return, Buyer will be provided with a Return Material Authorization (RMA) number. Goods must be returned via prepaid, ground transportation within sixty (60) days of the RMA issue date. The RMA number must be visible on the outside of the package. Enclose the RMA and the “Required Equipment Information” inside the package. Properly package all materials to

ensure no damage occurs during transportation back. Any discrepancies from the stated reason for the return (e.g. other damage, signs of incorrect usage, or missing parts) will result in an adjustment to the amount of credit issued.

If the warranty claim is approved, no invoices will be issued against the purchase order. Purchasers with an outstanding balance will receive a credit. Warranty replacements will be shipped to Purchaser pre-paid, F.O.B shipping using ground transportation; special freight considerations are not covered under the warranty terms.

If Purchaser requires an emergency Warranty replacement and has to purchase the parts from a local supply house, Manufacturer will accept the return of the original part for the replacement only. Should the locally purchased part(s) fail, it must be returned to the local supplier for replacement, repair or cost.

Motor compressor replacements shall be made through the nearest authorized wholesaler of the motor compressor manufacturer (not at Manufacturer's factory) and no freight shall be allowed for transportation of the motor compressor to and from the wholesaler.

#### **OPTIONAL EXTENDED LIMITED WARRANTY FOR MOTOR COMPRESSORS**

An extended limited parts warranty is available for purchase for motor compressors used within Manufacturer's refrigeration systems, for units installed within the boundaries of the United States of America, its territories and possessions, and Canada.

The extended warranty is provided by Manufacturer and is intended to supplement the basic one-year parts warranty provided by the motor manufacturer with an additional four (4) years of limited warranty coverage; therefore, providing a total of five (5) years of warranty coverage for the Purchaser with the motor compressor. **The extended limited warranty is optional and requires registration and purchase by Purchaser.** Other requirements apply in addition to the requirements and exclusions set forth in the basic warranty. This extended limited warranty covers only the replacement of the motor and not labor or other components or parts.

For this extended compressor warranty, replacements are administered by authorized compressor distributors only. Purchaser must submit serial numbers for old and new compressors to Manufacturer's Warranty Claims Department for reimbursement.

#### **EXCLUSIONS**

The following limitations and exclusions apply to this Limited Warranty:

1. Replacement components will not be provided under this Limited Warranty unless the Products containing the applicable component, is properly installed and maintained in accordance with Manufacturer's installation and operation and maintenance instructions; these are provided with the Products or available by contacting Manufacturer.
2. Replacement components will not be provided under this Limited Warranty if the Product, containing the applicable component, is moved after its initial installation; if the serial number on the Product or applicable component has been altered, defaced, or removed; or if the final destination of the Product is unknown to Manufacturer or not indicated on the sales order provided to Manufacturer.
3. Replacement components will not be provided under this Limited Warranty unless the installation and all repairs of the Products, containing the applicable component, are performed by a licensed professional/contractor experienced with these type of Products and are familiar with local codes and regulations, using manufacturer-specified service components.
4. This Limited Warranty does not cover Products that do not meet and/or are installed in violation of regional government standards or other government requirements.
5. This Limited Warranty does not cover damage or defect resulting from:
  - a. Any act of God, including, but not limited to, fire, floods, wind, lightning, hurricanes, tornadoes or earthquakes;
  - b. Mold;
  - c. Installation or operation in a corrosive atmosphere, or otherwise in contact with corrosive materials (e.g., chlorine, fluorine, salt, recycled waste water, urine, fertilizers, or other damaging substances or chemicals);
  - d. Accident, misuse, neglect, or unreasonable use or operation of the Product or component, including, but not limited to, operation of the Products, components, or electrical equipment on low, high or improper voltages (low and high voltage is defined as more than a 5% drop below or 10% higher than name plate voltage ratings) or voltages other than in the range specified by Manufacturer (includes damages caused by brownouts). Operation of proper field supply voltage to the Products is the responsibility of Purchaser or end user;
  - e. Improper wiring connection of controls or safety switch circuits;
  - f. Modification, change or alteration of the Product or component, except as directed in writing by Manufacturer;
  - g. Operation with system components that do not match or meet the specifications recommended by Manufacturer;
  - h. Use of accessories or additives that have not been approved by Manufacturer that are installed on or in the Products;
  - i. Use of contaminated or alternate refrigerant; and/or
  - j. Damage caused by frozen or broken water pipes.
6. Refrigeration/Rack Systems: Refrigeration system equipment is designed to operate properly when installed in accordance with accepted industry standards. This Limited Warranty does not apply if:

- a. System piping is not installed following industry standards for good piping practices;
  - b. Inert gas (dry nitrogen) is not charged into piping during installation brazing; and/or
  - c. The system is not thoroughly leak checked and evacuated before initial charging; high vacuum gauge capable of reading microns is mandatory. Dials indicating pressure gauges are not acceptable.
7. Merchandising Cases: The following limitations and exclusions apply to merchandising cases.
- a. Merchandising cases are designed to operate in a conditioned environment not to exceed a maximum of 75° degrees Fahrenheit and 55% relative humidity. Ambient conditions are the responsibility of the end user. This Limited Warranty does not apply to issues caused by high ambient conditions.
  - b. Glass in merchandising cases is not guaranteed against breakage. If the unit is equipped with a glazing assembly carrying the brand name of the manufacturer of that product (Thermopane, Twindow, etc.), the applicable manufacturer's glazing warranty may be extended to that assembly.
  - c. Light bulbs, fluorescent lamp tubes, and LEDs in merchandising cases are not covered by any warranty. The warranty provided by the manufacturer of those products may be extended to that component.
  - d. This Limited Warranty does not apply to shelve or wire rack damage caused by overloading shelves or wire racks beyond the specified weight limits. The maximum weight limit for Manufacturer's standard shelves and wire racks is 30lbs per square foot.
8. **MANUFACTURER MAKES NO EXPRESS WARRANTIES OTHER THAN THE LIMITED WARRANTY SPECIFIED HEREIN. ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE EXTENT LEGALLY PERMISSIBLE. ALL OTHER OBLIGATIONS OR LIABILITIES OF MANUFACTURER ARE HEREBY DISCLAIMED. Should an exclusion or limitation of the warranty be unenforceable, such implied warranties are in any event limited to a period of one (1) year. LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL AND/OR PUNITIVE DAMAGES IS EXCLUDED, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, HIGHER UTILITY COSTS, REFRIGERANT LOSS, FOOD LOSS, SALES LOSS, LABOR FOR REMOVING AND RESTOCKING PRODUCT, OR PROPERTY DAMAGES, EVEN IF SUCH DAMAGES ARE FORESEEABLE. Some states do not allow limitations on the duration of an implied warranty or the exclusion or limitation of incidental or consequential damages. In such states, the limitations or exclusions may not apply to Purchaser.**
9. **Manufacturer will not pay electricity or fuel costs, or increases in electricity or fuel costs, for any reason whatsoever. This Limited Warranty does not cover lodging expenses.**
10. Manufacturer will not be responsible for any default or delay in performance under this Limited Warranty.

This Limited Warranty gives Purchaser specific legal rights, as described herein, and Purchaser may have other rights which vary by state.

#### **DISPUTE RESOLUTION**

***NOTE - Please read this section carefully as it affects your rights and the resolution of Disputes.***

1. Contact Manufacturer: Please report any Dispute to:

Kysor Warren Epta US Corporation  
ATTN: Kysor Warren Warranty Support  
2175 West Park Place Blvd

2. **Mandatory Arbitration: Both Purchaser and Manufacturer agree that all Disputes must be resolved exclusively through final and binding arbitration, and not by a court or jury; however, Owner or Manufacturer may assert claims in small claims court if (i) the claims qualify for small claims court, (ii) the matter remains in small claims court, and (iii) the matter proceeds only on an individual (not a class or representative) basis.**

Both Purchaser and Manufacturer waive the right to a trial by jury and any right to have a Dispute heard in court. Instead, all Disputes must be resolved in arbitration by a neutral third-party arbitrator. In arbitration, Disputes are resolved by an arbitrator instead of a judge or jury, discovery is more limited than in court and the arbitrator's decision is subject to limited review by courts. However, the arbitrator must follow the law and can award the same damages as in court, including monetary damages, injunctive relief, declaratory relief and other relief. The arbitrator's award can be confirmed in any court of competent jurisdiction.

A single arbitrator, with the American Arbitration Association ("AAA"), will conduct the arbitration, and the award may not exceed the relief allowed by applicable law. The arbitration will be conducted in the county of Owner's residence or other mutually agreed location. For claims of \$50,000 or less, the AAA's Supplementary Procedures for consumer-related Disputes will apply. For claims over \$50,000, the AAA's Commercial Arbitration Rules will apply. If either set of rules is not available, the AAA rules applicable to consumer Disputes apply. The AAA's rules and a form initiating arbitration proceedings are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879.

This arbitration provision is subject to the Federal Arbitration Act ("FAA"), which governs its interpretation and enforcement. To the extent the FAA does not apply to any Dispute, the laws of the State of Texas, without regard to principles of conflicts of law, will apply. The arbitrator will decide all issues of interpretation and application of this "Dispute Resolution" section, the arbitration provision and the Limited Warranty, with the exception of deciding whether the Arbitration Class Action Waiver in Paragraph 2a is valid or

enforceable. A court will resolve any question regarding the validity or enforceability of Paragraph 2a. This Dispute Resolution section will survive termination of this Limited Warranty. The requirement to arbitrate will be broadly interpreted.

- a. **Arbitration Class Action Waiver:** Purchaser and Manufacturer agree that arbitration will proceed solely on an individual basis and no Dispute will be arbitrated as a class action, consolidated with the claims of any other party, or arbitrated on a consolidated, representative or private attorney general basis. Unless Purchaser and Manufacturer agree otherwise in writing, the arbitrator's authority to resolve and make awards is limited to Disputes between Owner and Manufacturer. The arbitrator's award or decision will not affect issues or claims involved in any proceeding between Manufacturer and any person or entity who is not a party to the arbitration. The arbitrator may award monetary, declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator's award, if any, will not apply to any person or entity that is not a party to the arbitration. A court, not the arbitrator, will decide any questions regarding the enforceability of this Paragraph 2a. If a court deems any portion of this Paragraph 2a invalid or unenforceable, the entire arbitration provision in Paragraph 2 (other than this sentence) will be null and void and not apply.
- b. **Agency Proceedings:** This arbitration agreement does not preclude Purchaser from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Manufacturer on Purchaser's behalf.
- c. **Fees and Costs:** If Purchaser's total damage claims in an arbitration are \$25,000 or less, not including Purchaser's attorney fees ("Small Arbitration Claim"), the arbitrator may, if Purchaser prevails, award Purchaser's reasonable attorney fees, expert fees and costs (separate from Arbitration Costs as defined below), but may not grant Manufacturer its attorney fees, expert fees or costs (separate from Arbitration Costs) unless the arbitrator determines that Purchaser's claim was frivolous or brought in bad faith. In a Small Arbitration Claim case, Manufacturer will pay all arbitration filing, administrative and arbitrator costs (together, "Arbitration Costs"). Purchaser must submit any request for payment of Arbitration Costs to the AAA at the same time Purchaser submits its Demand for Arbitration. However, if Purchaser wants Manufacturer to advance the Arbitration Costs for a Small Arbitration Claim before filing, Manufacturer will do so at Purchaser's written request which must be sent to Manufacturer at the address in paragraph 1. In a Small Arbitration Claim case, Manufacturer agrees that Purchaser may choose to have the arbitration carried out based only on documents submitted to the arbitrator or by a telephonic hearing unless the arbitrator requires an in-person hearing. If Purchaser's total damage claim in an arbitration exceeds \$25,000, not including Purchaser's attorney fees ("Large Arbitration Claim"), the arbitrator may award the prevailing party its reasonable attorneys' fees and costs, or it may apportion attorneys' fees and costs between Purchaser and Manufacturer (such fees and costs being separate from Arbitration Costs). In a Large Arbitration Claim case, if Purchaser is able to demonstrate that the Arbitration Costs will be prohibitive as compared to the costs of litigation, Manufacturer will pay as much of the Arbitration Costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.
- d. **OPT OUT: BOTH AN ORIGINAL AND SUBSEQUENT OWNER MAY OPT OUT OF ARBITRATION BY PROVIDING WRITTEN NOTICE (THE "OPT-OUT NOTICE") TO MANUFACTURER** that is post-marked no later than 30 calendar days after Purchaser's purchase of the Product. The Opt-Out Notice must be mailed to Manufacturer at:

Kysor Warren Epta US Corporation  
ATTN: Kysor Warren Warranty Support  
5201 Transport Blvd  
Columbus, GA 31907

The Opt-Out Notice must state (i) Purchaser's name and address, (ii) the date that Purchaser purchased the Product and the premises where the Product was originally installed, (iii) the Product's model name and number, (iv) the Product's serial number, and (v) that that Purchaser elects to opt out of arbitration. Purchaser must sign the Opt-Out Notice, and the Opt-Out Notice will apply only to the person or entity that signs it. Neither Purchaser nor any other person or entity can opt out of arbitration on behalf of anyone else. Providing a timely Opt-Out Notice is the only way to opt out of arbitration. Opting out of arbitration will not affect the Limited Warranty, and Purchaser will continue to enjoy the benefits of the Limited Warranty if Purchaser opts out of arbitration. **Any Opt-Out Notice received after the opt out deadline will not be valid.**

3. **Non-Arbitration Class Action and Jury Waiver:** If for any reason any Dispute proceeds in court rather than arbitration, Purchaser and Manufacturer waive any right to a jury trial, the Dispute will proceed solely on an individual, non-class, non-representative basis and neither Purchaser nor Manufacturer may be a class representative or class member or otherwise participate in any class, consolidated, private attorney general or representative proceeding.
4. **Severability:** Purchaser and Manufacturer agree that, with the exception of any of the provisions in paragraph 2(a) ("Arbitration Class Action Waiver"), if an arbitrator or court decides that any part of this Dispute Resolution section is invalid or unenforceable, the other parts of this Dispute Resolution section shall still apply. If paragraph 2(a) is found to be invalid or unenforceable thereby rendering all of paragraph 2 of the Dispute Resolution section null and void, paragraph 3 of that section shall survive and remain in full force and effect.

## DEFINITIONS

In addition to the terms defined above, the following definitions will apply to this Limited Warranty:

1. The terms "Dispute" and "Disputes" will be broadly interpreted to include any claims, disagreements or controversies that Purchaser and Manufacturer had, have or may have against each other, whether based in contract or tort or on a statute or regulation or any other legal theory, including, without limitation, all claims, disagreements or controversies related in any way to or arising in any way out of:
  - a. the Products and components covered by this Limited Warranty;
  - b. any other Manufacturer product, equipment, component, or service;
  - c. any Manufacturer advertising, representation, or marketing;
  - d. any contract, warranty, or other agreement Purchaser had or has with Manufacturer;
  - e. any Manufacturer billing or other policy or practice;
  - f. any action or inaction by any Manufacturer officer, director, employee, agent, or other representative relating to any Manufacturer product, equipment, component, marketing, representation or service
  - g. any claims Purchaser brings against a third party (such as a distributor, dealer or repair service) that are based on, relate to or in any way arise out of any Manufacturer product, equipment, component, marketing, representation or service;
  - h. any claims Manufacturer brings against Purchaser; and
  - i. any aspect of the relationship between Purchaser and Manufacturer.
2. "Dispute" and "Disputes" includes claims, disagreements or controversies that arose at any time, including before this Limited Warranty became operative and after this Limited Warranty is terminated.
3. "Manufacturer" refers to Kysor Warren Epta US Corporation, as well as their parents, affiliated companies, related companies, subsidiaries, divisions, departments, business units, representatives, predecessors in interest, successors, and assigns.
4. "Limited Warranty" refers to this document.
5. "Purchaser" refers to (i) the person or entity that originally purchased the Product.

## EQUIPMENT INFORMATION

**NOTE TO CUSTOMER: Please complete information below and retain this warranty for records and future reference.**

Unit Model Number: \_\_\_\_\_

Serial Number: \_\_\_\_\_

Installing Contractor: \_\_\_\_\_

Installation Date: \_\_\_\_\_

Original Product Start-Up Date: \_\_\_\_\_