

LIMITED WARRANTY

1. PRODUCT WARRANTY

Hatco warrants the products that it manufactures (the "Products") to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of purchase when installed and maintained in accordance with Hatco's written instructions or 18 months from the date of shipment from Hatco. Buyer must establish the Product's purchase date by registering the Product with Hatco or by other means satisfactory to Hatco in its sole discretion.

Hatco warrants the following Product components to be free from defects in materials and workmanship from the date of purchase (subject to the foregoing conditions) for the period(s) of time and on the conditions listed below:

a) One (1) Year Parts and Labor PLUS One (1) Additional Year Parts-Only Warranty:

Conveyor Toaster Elements (metal sheathed)
Drawer Warmer Elements (metal sheathed)
Drawer Warmer Drawer Rollers and Slides
Strip Heater Elements (metal sheathed)
Display Warmer Elements (metal sheathed air heating)
Holding Cabinet Elements (metal sheathed air heating)
Heated Well Elements — HWB Series (metal sheathed)

b) One (1) Year Parts and Labor PLUS Four (4) Years Parts-Only Warranty on pro-rated terms that Hatco will explain at Buyer's request:

3CS and FR Tanks

c) One (1) Year Parts and Labor PLUS Nine (9) Years Parts-Only Warranty on:

Electric Booster Heater Tanks
Gas Booster Heater Tanks

d) Ninety (90) Day Parts-Only Warranty:

Replacement Parts

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT INFRINGEMENT. Without limiting the generality of the foregoing, SUCH WARRANTIES DO NOT COVER: Coated incandescent light bulbs, fluorescent lights, heat lamp bulbs, coated halogen light bulbs, halogen heat lamp bulbs, xenon light bulbs, LED light tubes, glass components, and fuses; Product failure in booster tank, fin tube heat exchanger, or other water heating equipment caused by liming, sediment buildup, chemical attack, or freezing; or Product misuse, tampering or misapplication, improper installation, or application of improper voltage.

2. LIMITATION OF REMEDIES AND DAMAGES

Hatco's liability and Buyer's exclusive remedy hereunder will be limited solely, at Hatco's option, to repair or replacement using new or refurbished parts or Product by Hatco or a Hatco-authorized service agency (other than where Buyer is located outside of the United States, Canada, United Kingdom, or Australia, in which case Hatco's liability and Buyer's exclusive remedy hereunder will be limited solely to replacement of part under warranty) with respect to any claim made within the applicable warranty period referred to above. Hatco reserves the right to accept or reject any such claim in whole or in part. In the context of this Limited Warranty, "refurbished" means a part or Product that has been returned to its original specifications by Hatco or a Hatco-authorized service agency. Hatco will not accept the return of any Product without prior written approval from Hatco, and all such approved returns shall be made at Buyer's sole expense. HATCO WILL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LABOR COSTS OR LOST PROFITS RESULTING FROM THE USE OF OR INABILITY TO USE THE PRODUCTS OR FROM THE PRODUCTS BEING INCORPORATED IN OR BECOMING A COMPONENT OF ANY OTHER PRODUCT OR GOODS.