



## LIMITED ORIGINAL COMMERCIAL EQUIPMENT WARRANTY

Vulcan warrants that it will convey its products (the "Product(s)") free and clear of all liens, security interests and encumbrances created by, through or under Vulcan. Vulcan further warrants that for a period of one (1) year from the date of original installation (the "Warranty Period"), under normal use and given proper installation and maintenance as determined by Vulcan, the Products: (a) will conform to mutually agreed upon written specifications or other descriptions; and (b) will be free from substantial defects in material and workmanship. Wolf is affiliated with Vulcan and thus Wolf products carry the same warranty.

This warranty is limited to Product(s) sold by Vulcan to the original user in the continental United States (including Alaska and Hawaii) and Canada. Dealer shipments of Product(s) outside the 50 states and Canada are not covered under this warranty agreement.

Original installation must occur within 18 months of the date of manufacture, and proof of the installation date must be provided to Vulcan. The Product(s) must be located at the original installation location.

In the event of a breach of the warranties set forth above (the "Warranties"), Vulcan will, at Vulcan's option and as Vulcan's sole liability and Purchaser's sole remedy, repair, replace or credit Purchaser's account for, any Product that fails to conform to the Warranties, provided that (i) during the Warranty Period Vulcan is promptly notified in writing upon discovery of such failure with a detailed explanation of any alleged deficiencies; (ii) Vulcan is given a reasonable opportunity to investigate all claims; (iii) Vulcan's examination of such Product confirms the alleged deficiencies and that the deficiencies were not caused by accident, misuse, neglect, normal wear and tear, improper installation, unauthorized alteration or repair or improper testing, subjected to harsh chemical action or poor water quality, damaged by flood, fire or other acts of nature, or which have altered or missing serial numbers and (iv) with respect to any repair, Vulcan will bear normal labor charges incurred in the repair or replacement of a warranted Product. Purchaser is responsible for time and travel charges in excess of 50 miles (100 miles round trip) of unauthorized service agency. No Products may be returned to Vulcan until inspection and approval by Vulcan.

The Warranty against defects does not apply to:

1. Consumable components or ordinary wear items;
2. Use of the Products with equipment, components or parts not specified or supplied by Vulcan or contemplated under the Product documentation;
3. Periodic maintenance of equipment, including but not limited to lubrication, replacement of worn blades, knives, stones, knobs, accessories and miscellaneous expendable supply items, and other adjustments required due to installation set-up or normal wear,
4. Adjustments such as calibrations, leveling, tightening of fasteners or utility connections normally associated with original installation,
5. Fryer equipment (which is subject to a limited fry tank warranty based on model – see separate warranty statement provided by Vulcan), or
6. Steam equipment supplied with ScaleBlocker® water filtration system.

Thermostats on ranges must have a calibration attempt made before a replacement will be covered under the foregoing Warranties.

The length of the "Warranty Period" for the following items is modified as follows:

- A. Rubber seals, light bulbs and gaskets: **90 days**;
- B. Heating elements on drawer warmers, chip warmers, cook and hold ovens, and holding and transport cabinets: **10 years**;
- C. Heating elements on models 1024, 1036 and 1048: **90 days**;
- D. Refrigeration compressor part: **5 years**; and
- E. Original Vulcan replacement parts (other than those expressly listed in this paragraph); **90 days** from the parts invoice date. The part cost only is covered and does not include freight or labor charges.

EXCEPT AS SET FORTH HEREIN, VULCAN MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE). The Warranties are given only to the first purchaser from a Vulcan Authorized Channel of Distribution, and these Warranties are not given to subsequent transferees. Vulcan does not recommend or authorize the use of any Product in a non-commercial application, including but not limited to residential use, or outside the United States or Canada. The use or installation of any Product in non-commercial applications and/or outside of the United States and Canada renders all warranties, expressed or implied, including the warranties of merchantability and fitness for a particular purpose, null and void, including any responsibility for damage, costs and legal actions resulting from the use or installation of Products in any non-commercial setting or outside the United States and Canada.