WARRANTY

OF



19220 SR 162E ORTING, WA 98360

ITW Food Equipment Group, LLC warrants new Baxter products to the original end user ("Owner") when installed within the United States, against defective material and workmanship for one (1) year from the date of original installation. Baxter will, during normal working hours, through one of its branches or authorized servicing outlets repair or replace, at its option, including service and labor, all parts found to be defective and subject to this warranty.

Certain Baxter products or parts may be warranted for a period other than one (1) year and others may be subject to travel limitations. Certain Baxter parts, expendable by nature and replaced due to normal wear and tear may not be covered. Service labor to perform certain adjustments on Baxter products may not be covered. Ask your authorized Baxter/Hobart representative for information regarding these products and coverage exclusions.

In addition to the standard Baxter one (1) year parts and labor warranty, Baxter agrees to warrant the OV500 or OV310 Heat Exchanger Tubes for an additional four (4) years from the date of original installation. This additional coverage applies to the OV500 or OV310 Heat Exchanger Tubes only and the associated labor to replace a failed Tube Assembly. This warranty is conditioned upon Baxter receiving notice of any defect subject to this warranty within thirty (30) days of its discovery by Owner or when Owner should reasonably have known of the defect.

This warranty does not apply to damage resulting from fire, water, burglary, accident, abuse, misuse, acts of God, attempted repairs or improper installation by unauthorized persons. Failure to follow use, care, or maintenance instructions in your Instruction Manual may void this warranty.

THE FOREGOING SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF THE PURCHASER OR OTHER PARTY SEEKING TO ENFORCE THE WARRANTY AND THE EXCLUSIVE LIABILITY OF HOBART. THE ABOVE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. NO WARRANTY OR <u>MERCHANTABILITY</u> OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

No agent, dealer, employee or representative of Hobart or Baxter nor any installer or other person is authorized to modify the Limited Warranty in any respect. The invalidity of all or a part of any of the provisions of the Limited Warranty shall not affect or invalidate any other provision of the Limited Warranty.