

# RETURN GOODS POLICY & WARRANTY STATEMENT

## Baxter

### RETURN GOODS POLICY:

Baxter reserves the right to accept or reject return for credit requests for any Baxter items shipped as ordered. Any units or accessories accepted for return are subject to the prevailing restocking, reconditioning and freight charges in effect at time return is authorized. Absolutely no units or accessories will be accepted without formal authorization by the Company. Address all requests in writing to the Customer Care Department, Hobart, 701 S Ridge Avenue, Troy, Ohio 45374-0001.

### WARRANTY

ITW Food Equipment Group, LLC warrants new Baxter products and certain products sold by Baxter under other brand names 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 that need to be replaced frequently, 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.

This warranty is conditioned upon Baxter receiving notice of any defect subject to this warranty within thirty (30) days of its discovery by Owner.

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.

**THIS WARRANTY EXCLUDES ALL ORAL, STATUTORY, EXPRESS OR IMPLIED WARRANTIES WHICH MAY BE APPLICABLE TO BAXTER, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.** Baxter shall have no obligation or liability of any kind or character, including any obligation or liability for consequential or special damages arising out of, or with respect to, the product, its sale, operation, use or repair. Baxter neither assumes nor authorizes anyone else to assume for it any obligation or liability in connection with the product, its sale, operation, or use, other than as stated herein.

### WARRANTY (OV500 or OV310 Heat Exchanger Tubes)

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 **nine (9) 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 MERCHANTABILITY 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.

### EXPORT WARRANTY

Baxter's standard warranty does not apply to Export Sales. Rather, for a period of one (1) year from date of original installation not to exceed eighteen (18) months from date of shipment from factory, Baxter:

- will replace, F.O.B. shipping point, shipping charges prepaid and add, any defective parts normally subject to warranty.
- will not cover the cost of any packing, freight, or labor; such costs being the sole responsibility of Dealer.
- There are no oral, statutory or implied warranties applicable to Baxter, including but not limited to any implied warranty of merchantability or fitness for any particular purpose which extend beyond the description on the face hereof.
- Dealer agrees to assume full responsibility for the installation and correction of Baxter products purchased for Export Sales, including all expenses.