

PRODUCT WARRANTY

Except as otherwise provided below, Nemco Food Equipment, Ltd. ("Nemco") warrants, to the original user, its electrical food preparation products (other than blades and light bulbs) to be free of electrical and mechanical defects in material and workmanship under "normal use" (defined below) for the shorter of the following periods: (a) one (1) year from the date placed in service by the original user, or (b) 18 months from the date of shipment from its factory. In addition, Nemco warrants its non-electrical food preparation products (other than blades) to be free of mechanical defects in material and workmanship under normal use for two (2) years from the date placed in service by the original user. The warranty provided for herein shall be limited to parts and labor. Any determination that a product is defective or covered by this warranty, shall be made by Nemco, in its sole discretion. The determination of whether to repair or replace a defective, covered product, or to refund the purchase price for the product, will be at Nemco's sole discretion. This warranty does not cover products used outside the United States, or damages caused by accident, misuse, negligence of any person other than Nemco, current or voltage other than stated on the appliance, fire, flood or other casualty. Any alteration to the product or unauthorized repair voids this warranty. For purposes of this warranty, the phrase, "normal use" shall mean the use of the product in connection with food in accordance with the product manual accompanying the product.

Nemco shall be responsible only for repairs or replacements of defective parts performed by Nemco's authorized service personnel. Authorized service agencies are located in principal cities throughout the continental United States, Alaska and Hawaii.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. NEMCO EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY THAT ANY OF ITS PRODUCTS IS MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE, OR DOES NOT INFRINGE ON THE RIGHTS OF ANY THIRD PARTY. THE FOREGOING WARRANTY SHALL BE NEMCO'S SOLE AND EXCLUSIVE OBLIGATION. ANY PERSON'S (BUYER, USER OR OTHERWISE) EXCLUSIVE REMEDY AGAINST NEMCO, AND NEMCO'S SOLE OBLIGATION, FOR ANY AND ALL CLAIMS, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO NEMCO REPAIRING OR REPLACING THE PRODUCT, OR, AT NEMCO'S OPTION, REFUNDING THE PURCHASE PRICE THEREFOR. IN NO EVENT SHALL NEMCO HAVE ANY LIABILITY FOR DAMAGES IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE PRODUCT, NOR SHALL NEMCO HAVE ANY LIABILITY FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES. Any person desiring to make any claim against Nemco must do so within six (6) months after expiration of the applicable warranty period, or such claim be forever barred.