NEMCO
FOOD EQUIPMENT

# PRODUCT WARRANTY

Except as otherwise provided below, Nemco Food Equipment, LLC ("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 MERCHANTABLE, 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 shall be forever barred.

# PRODUCT SERVICE

Nemco has a staffed service department and we believe prompt service is extremely important to our customers. Therefore, we request all product service inquiries be handled in the following manner:

(1) The end user should call Nemco Customer Service with the company name, address, phone number, model number, serial number (if applicable), Nemco Sales Order number or Dealer Purchase Order number and the nature of the problem (the "Claim Information").

(2) The Nemco Customer Service Department will decide on the most appropriate course of action. If Nemco determines that it must inspect a product, the following procedure will be followed.

The end user will obtain a Return Goods Authorization number from Nemco Customer Service to return the product to Nemco for inspection. Please be sure to use this number on the box and on paperwork sent with the unit. Return the unit to Nemco. The Nemco Service Department will determine if the problem is covered by the foregoing warranty. If so, Nemco will repair the unit and return it to the end user. If the unit is determined not to be covered by the foregoing warranty, the dealer will be contacted to determine the next course of action.

If the unit weighs less than 70 lbs., it will be considered a carry-in warranty. The service agent performing the service must call Nemco Customer Service to obtain a Service Authorization number and provide the Claim Information. If the unit weighs 70 lbs. or more, it will be considered an on-site warranty, and the service agent performing the service must call Nemco Customer Service to obtain a Service Authorization number and provide the Claim Information.

# TERMS AND CONDITIONS OF SALE

- This Price List supersedes all previous price lists.
- Orders with an invoice value of $1,400 net or more will be shipped freight prepaid to one destination in the United States.
- Terms are COD, CIA or Net 30 days with approved Credit.
- Buyer shall pay all applicable federal, state and municipal sales or use tax.
- No merchandise shall be returned without prior written authorization.
- All returned merchandise must be in original carton & shipped prepaid.
- All returned merchandise is subject to a 25% restocking charge.
- No returns will be accepted after 90 days of shipping date.
- Purchase should make claim directly to carrier for any damages to merchandise that occur in transit.
- No minimum order charge.
- Prices subject to change without notification.