

Warranty

Kolpak/Harford* ("Company") warrants to the original purchaser this refrigeration system to be free from defects in material and workmanship under normal use and service in accordance with the terms of this Warranty.

This Warranty is issued to the original purchaser/user at the original installation location and is in lieu of all other warranties expressed or implied. Completion of the Welbilt Foodservice Walk-In & Refrigeration Claim Form is required for consideration of claims to be processed under parts and/or labor warranty. All warranty service shall be performed by an authorized service provider. The claim form must be received within (60) sixty days of the date of service. Reimbursement for local parts purchase must include a copy of the wholesale invoice. Company does not pay both travel time and mileage. Company reserves the right to pay no more than the average commercial hourly rates and part prices within the particular state or region of the country where the service is performed.

Parts

Foamed in-place panels are warranted to the original purchaser to be free from defects in material and workmanship, under normal use and service, for a period of (10) ten years from the first to occur of the original start-up date by a factory authorized servicer, or six (6) months from factory ship date. Painted surfaces will be warranted for (1) one year from the original start-up date.

Component parts, doors, and assemblies (except bulbs) found to be defective in material or workmanship are warranted for a period of (1) one year from original start-up date by a factory authorized servicer. First year compressor failures shall be exchanged over the counter by the compressor manufacturer's wholesaler. If the optional four year compressor warranty is purchased and the original compressor fails after expiration of the one year parts warranty, Company will provide a direct replacement or authorize local purchase of a replacement compressor. If local purchase is authorized, the original wholesale invoice along with the serial tag from the original defective compressor shall be sent to Company for reimbursement. Labor, freight, travel, and additional parts/supplies are not covered under the extended compressor warranty.

Replacement parts purchased from Company will be warranted for a period of (90) ninety days from factory ship date.

Labor

Panels, hardware, and electrical components (except bulbs) are covered by a (1) one year labor warranty for the replacement of component parts that are defective in material or workmanship.

Rack Refrigeration systems that **are not** factory refrigerant charged (Multi-Circuit, Rack, Large Room systems, etc.) are covered by a (30) thirty day labor warranty for the replacement of component parts that are defective in material or workmanship.

Individual Refrigeration systems (PR, PC, PCL, Polar Pak, etc.) are covered by a (1) one year labor warranty for the replacement of component parts that are defective in material or workmanship.

The warranty period will begin at the first to occur of original start-up date, validated by a legal document (certificate of occupancy, bill of sale, etc.), or (180) one hundred eighty days from factory ship date.

Exclusions from Warranty Coverage:

1. Normal maintenance, adjustments, and cleaning.
2. Repairs due to unauthorized modifications.
3. Damage from improper installation.
4. Damage or delays occurring in transit.
5. Damage from misuse, abuse, neglect, or accidents.
6. Damage or loss of product, property, income, or profit.
7. Legacy floor panels are not warranted under the following conditions:
 - a. Wet mopping or use of a water hose for cleaning.
 - b. Wheel traffic (carts, dollies, etc.) on foot traffic floors (substrate backed) floors.
 - c. Weight loads exceeding 700 psf on foot traffic floors.
 - d. Weight loads exceeding 1000 psf on rolling cart floors.
 - e. Use of electric pallet jacks or fork lifts.
8. New Era floors (After October 1, 2017) are not warranted under the following conditions:
 - a. Wet mopping or use of a water hose for cleaning.
 - b. Weight loads exceeding 1000 psf on standard floors.
 - c. Weight loads exceeding 5000 psf on structural floors.
 - d. Use of electric pallet jacks or fork lifts.

Limitations of Liability

The preceding paragraphs set forth the exclusive remedy for all claims based on failure of, or defect in, Walk-in refrigeration systems sold hereunder, whether the failure or defect arises before or during the warranty period, and whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence), strict liability, implied by statute, common-law or otherwise. Company and agents shall not be liable for any claims for personal injuries or consequential damages or loss, howsoever caused, including but not limited to loss of profits, additional labor costs, loss of refrigerant or food products, or for any delay in the performance of this Warranty due to causes beyond its control. Upon the expiration of the warranty period, all such liability shall terminate. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY, AND COMPANY DOES NOT WARRANT ANY PRODUCTS OR SERVICES OF OTHERS.

Remedies

The liability of Company for breach of any warranty obligation hereunder is limited to: (i) the repair or replacement of the Walk-in on which the liability is based, or with respect to services, re-performance of the services; or (ii) at Company's option, the refund of the amount paid for said equipment or services. Any breach by Company with respect to any item or unit of equipment or services shall be deemed a breach with respect to that item or unit or service only.

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