

LIMITED ORIGINAL COMMERCIAL EQUIPMENT FRY TANK WARRANTY

Vulcan-Hart (Vulcan) warrants its new product(s) to be free from defects in material and workmanship for a period of one (1) year from the date of original installation.

This Warranty is subject to the following conditions and limitations:

- 1. This warranty is limited to product(s) sold by Vulcan to the original user in the continental United States and Canada.
- 2. Original installation must occur within 3 years of date of manufacture, and proof of the installation date must be provided to Vulcan. Equipment must be located at the original installation location regardless of same owner.
- 3. The liability of Vulcan is limited to the repair or replacement of any part found to be defective.
- 4. Vulcan will bear normal labor charges incurred in the repair of replacement of a warranted piece of equipment within 50 miles (80 kilometers) of an authorized service agency. Time and travel charges in excess of 50 miles (80 kilometers) will be the responsibility of the person or firm requesting the service.
- 5. This warranty does not apply to any product(s) which have not been installed in accordance with the directions published in the appropriate installation and operation manuals.
- 6. Vulcan will bear no responsibility or liability for any product(s) which have been mishandled, abused, misapplied, misused, subjected to harsh chemical action or poor water quality, field modified by unauthorized personnel, damaged by flood, fire, or other acts of nature, or which have altered or missing serial numbers.
- 7. Vulcan does not recommend or authorize the use of any product(s) in a noncommercial application, including but not limited to residential use. The use or installation of product(s) in a noncommercial application renders all warranties, expressed or implied, including the warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE, null and void, including any responsibility for damage, costs and legal actions resulting from the use or installation of product(s) in any noncommercial setting.
- 8. Adjustments such as calibrations, leveling, tightening of fasteners or utility connections normally associated with the original installation are the responsibility of the installer and not that of Vulcan.
- 9. Exceptions to the one year parts warranty period are as listed:
 - A) LG Series Fryers Fry Tank: If tank is found to be leaking within the first year of operation from date of installation and verified by an authorized service agency, the entire LG fryer will be replaced. Replacement fryer will be warranted for the balance of the original warranty. Fry tanks found to be leaking that are over 1 year and under 3 years, 50% of the current selling fry tank price, plus labor, freight and mileage will be the responsibility of the person or firm requesting the service. Fry tanks found to be leaking that are over 3 year and under 5 years, 75% of the current selling fry tank price, plus labor, freight and mileage will be the responsibility of the person or firm requesting the service. After 5 years no fry tank part warranty.
 - B) All GR, ER, and VK Series Fryers Fry Tank: If tank is found to be leaking within the first two years of operation from date of installation and verified by an authorized service agency, the fry tank will be replaced at no charge including labor, travel, freight, and mileage. Fry tanks found to be leaking that are over 2 years and under 5 years, 25% of the current selling fry tank price, plus labor, freight and mileage will be the responsibility of the person or firm requesting the service. Fry tanks found to be leaking that are over 5 years and under 8 years, 50% of the current selling fry tank price, plus labor, freight and mileage will be the responsibility of the person or firm requesting the service. Fry tanks found to be leaking that are over 8 years and under 10 years, 75% of the current selling fry tank price, plus labor, freight and mileage will be the responsibility of the person or firm requesting the service. After 10 years no fry tank part warranty.
 - C) GHF91G, FWTF42, and VFRY Series Fryers Fry Tank: If tank is found to be leaking within the first two years of operation from date of installation and verified by an authorized service agency, the fry tank will be replaced at no charge including labor, freight, travel and mileage. Fry tanks found to be leaking that are over 2 years and under 5 years, 50% of the current selling fry tank price, plus labor, freight and mileage will be the responsibility of the person or firm requesting the service. After 5 years no fry tank part warranty.
- 10. After the original equipment warranty, original equipment manufacturers parts will be warranted for 90 days from the parts invoice date. Exceptions are stainless steel fry tanks which will be warranted as stated in item 9. This warranty is for parts cost only, and does not include freight or labor charges.
- 11. This states the exclusive remedy against Vulcan relating to the product(s), whether in contract or in tort or under any other legal theory, and whether arising out of warranties, representations, instructions, installations or defects from any cause. Vulcan shall not be liable, under any legal theory, for loss of use, revenue or profit, or for substitute use or performance, or for incidental, indirect, or special or consequential damages for any other loss of cost of similar type.
- 12. THIS WARRANTY AND THE LIABILITIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OF THEIR LIABILITIES AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND CONSTITUTES THE ONLY WARRANTY OF VULCAN WITH RESPECT TO THE PRODUCT(S).