



LIMITED WARRANTY FOR BG-SERIES SPRAY CUBE ICE MACHINE

LIMITED WARRANTY

Manitowoc Ice a division of Manitowoc FSG Services, LLC, (“Company”) warrants that new BG-Series Spray Cube Machines sold by Company shall be free of defects in material or workmanship under normal and proper use and maintenance as specified by the Company and upon proper installation and start-up in accordance with the instruction manual supplied.

WHAT IS COVERED

- Parts for a period of three (3) years.
- Labor for a period of three (3) years.
- Compressor parts for three (3) years and labor for three (3) years.

The BG-Series Spray Cube Machine warranty begins on the date of the original installation. This warranty shall not apply to any ice machine initially installed more than five (5) years from the serial number production date.

The obligation of the Company under this warranty is limited to the repair or replacement of parts, components, or assemblies that in the sole opinion of the Company are defective. This warranty is further limited to the cost of parts, components or assemblies and standard straight time labor charges (excluding the compressor warranty) at the servicing location.

Time and hourly rate schedules, as published from time to time by the Company, apply to all service procedures. Additional expenses including without limitation, travel time, overtime premium, material cost, accessing or removal of the BG-Series Spray Cube Machine, or shipping are the responsibility of the purchaser, along with all maintenance, adjustments, cleaning, and ice purchases. Labor covered under this warranty must be performed by an approved Company contracted Service Representative or a refrigeration service agency as qualified and authorized by the Company's local Distributor. The Company's liability under this warranty shall in no event be greater than the actual purchase price paid by purchaser for the BG-Series Spray Cube Machine.

EXCLUSIONS FROM COVERAGE

- Repair or replacement of parts required because of misuse, improper care or storage, negligence, alteration, use of incompatible supplies or lack of specified maintenance shall be excluded.
- Normal maintenance items.
- Failures caused by improper or erratic voltages, adverse environmental or water conditions, improper drainage, interruption in electrical or water supply.
- Improper or unauthorized repair.
- Any BG-Series Spray Cube Machine that has been installed and/or maintained inconsistent with the instructions provided by the Company.
- Parts subject to damage beyond the control of Company, or to BG-Series Spray Cube Machine's which have been subject to accidents, damage in shipment, fire, floods, other hazards or acts of God that are beyond the control of the Company.
- This Limited Warranty shall not apply if the BG-Series Spray Cube Machine's refrigeration system is modified with a condenser, heat reclaim device, or parts and assemblies other than those manufactured by the Company, unless the Company approves these modifications for specific locations in writing prior to the commencement of such modification.

LIMITATIONS OF LIABILITY

The preceding paragraphs set forth the exclusive remedy for all claims based on failure of, or defect in, BG-Series Spray Cube Machines 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, and Company and agents shall not be liable for any claims for personal injuries or consequential damages or loss, howsoever caused. 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, 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 BG-Series Spray Cube Machine 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

WARRANTY CLAIM PROCEDURE

Customer shall be responsible to:

- Complete and return warranty registration card or register on line within five (5) days from the installation date. Complete the following and retain for your records:
Distributor/Dealer
Model Number and Serial Number
Installation Date
- All warranty service must be preformed by an approved Manitowoc contracted or authorized Service Representative. To schedule a service appointment contact your local Manitowoc Service Representative or visit us at www.manitowocice.com to find a Service Representative near you.

GOVERNING LAW

This Limited Warranty shall be governed by the laws of the state of Wisconsin, USA, excluding their conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty

COMPLETE AND RETAIN FOR YOUR RECORD:

Distributor/Dealer _____

Model Number _____

Serial Number _____

Installation Date _____

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