LIMITED WARRANTY FOR HENNY PENNY EQUIPMENT

TO VALIDATE THIS WARRANTY, THE EQUIPMENT MUST BE REGISTERED ON-LINE AT <u>WWW.HENNYPENNY.COM</u> WITHIN TEN (10) DAYS AFTER INSTALLATION. THIS LIMITED WARRANTY WILL NOT BE HONORED BY HENNY PENNY UNLESS THE ON-LINE REGISTRATION IS COMPLETED WITHIN THAT TIME PERIOD.

Subject to the following conditions, Henny Penny Corporation makes the following limited warranties to the original purchaser (or to the original purchaser from an authorized distributor) only for Henny Penny equipment and replacement parts:

<u>NEW EQUIPMENT</u>: Any part of a new equipment, except baskets, lamps, fuses, and door gaskets for combi ovens which proves to be defective in material or workmanship within two (2) years from date of original installation, will be repaired or replaced without charge F.O.B. factory, Eaton, Ohio, or F.O.B. authorized distributor. Baskets will be repaired or replaced for ninety (90) days from date of original installation. LAMPS, FUSES, AND DOOR GASKETS FOR COMBI OVENS ARE NOT COVERED UNDER THIS LIMITED WARRANTY.

<u>FILTER SYSTEM</u>: Failure of any parts within a fryer filter system caused by the use of the non-OEM filters or other unapproved filters is <u>not</u> covered under this Limited Warranty.

REPLACEMENT PARTS: Any equipment replacement part, except lamps, fuses, and door gaskets for combi ovens which proves to be defective in material or workmanship within ninety (90) days from date of original installation will be repaired or replaced without charge F.O.B. factory, Eaton, Ohio, or F.O.B. authorized distributor.

The warranty for new equipment covers the repair or replacement of the defective original equipment manufacturer's part and includes labor and maximum mileage charges of 200 miles (300km) round trip for a period of one (1) year from the date of original installation.

The warranty for replacement parts covers only the repair or replacement of the defective original manufacturer's part and does not include any labor charges for the removal and installation of any parts, travel, or other expenses incidental to the repair or replacement of a part.

EXTENDED FRYPOT WARRANTY: Henny Penny will replace any frypot that fails due to manufacturing or workmanship issues for a period of up to seven (7) years from date of manufacture. This warranty shall not cover any frypot that fails due to any misuse or abuse, such as heating of the frypot without shortening.

NEW THROUGH 3 YEARS (THIRTY-SIX MONTHS): During this time, any frypot that fails due to manufacturing or workmanship issues will be replaced at no charge for parts, labor, or freight. Henny Penny will either install a new frypot at no cost or provide a new fryer at no cost.

4 YEARS (THIRTY-SEVEN MONTHS) THROUGH 7 YEARS (EIGHTY-FOUR MONTHS): During this time, any frypot that fails due to manufacturing or workmanship issues will be either replaced at no charge or a credit will be issued to the area distributor for the original purchaser's benefit. Any freight charges and labor costs to install the new frypot as well as the cost of any other parts replaced, such as insulation, thermal sensors, high limits, fittings, and hardware, will be the responsibility of the owner.

Any warranty work must be first authorized by Henny Penny or the distributor from whom the equipment was purchased. No allowance will be granted for repairs made by anyone else without Henny Penny's written consent. If damage occurs during shipping, notify the sender at once so that a claim may be filed.

THE ABOVE LIMITED WARRANTY SETS FORTH THE SOLE REMEDY AGAINST HENNY PENNY FOR ANY BREACH OF WARRANTY. BUYER AGREES THAT NO OTHER REMEDY (INCLUDING CLAIMS FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY SPECIAL LOSS OR DAMAGES ARISING FROM THE USE OF, OR INABILITY TO USE, THE EQUIPMENT) SHALL BE AVAILABLE.

The above limited warranty does not apply (a) to damage resulting from accident, alteration, misuse, or abuse; (b) if the equipment's serial number is removed or defaced; or (c) to lamps, fuses, and door gaskets for combi ovens. THE ABOVE LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, INCLUDING TRADE USAGE. ALL OTHER WARRANTIES ARE DISCLAIMED. HENNY PENNY NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY.