



Commercial Equipment Warranty

Jaccard's commercial food processing equipment listed in Table A, is warranted to the original first end user for parts and labor against any material or workmanship defect for the earlier of 12 months or the prescribed activity level, starting on date of installation (the "warranty period"). If any equipment fails to work in accordance with the applicable product specifications due to defects in material or workmanship within the warranty period, such equipment will be repaired or replaced at Jaccard's sole option. Normal wear parts are limited to a 30-day replacement warranty (labor not included). Damages incurred in transit, from installation error, inadequate maintenance, normal wear and usage, accident, alteration or misuse or any other cause not the fault of Jaccard, are not covered by this warranty. This warranty does not include reimbursement for transportation or shipping costs or any other expenses which may be incurred. Transit damages should be reported to the carrier at time of receipt.

THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY AND JACCARD MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY OTHER KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT OF THIRD-PARTY RIGHTS OR ANY OTHER MATTER. THE WARRANTIES CONTAINED HEREIN SET FORTH BUYER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS AND SHALL NOT BE DEEMED TO HAVE FAILED ITS ESSENTIAL PURPOSE SO LONG AS JACCARD IS WILLING AND ABLE TO CARRY OUT THE TERMS OF THIS EXCLUSIVE WARRANTY.

IN NO EVENT SHALL JACCARD'S LIABILITY FOR ANY DAMAGES EXCEED THE CUMULATIVE PAYMENTS RECEIVED BY JACCARD FOR THE PARTICULAR UNIT OF COMMERCIAL EQUIPMENT WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED, NOR SHALL JACCARD BE LIABLE FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THE LIMITATIONS ON DAMAGES IN THIS PARAGRAPH SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY (INCLUDING WARRANTY REMEDIES UNDER THE WARRANTY HEREIN), TORT OR STRICT LIABILITY. THE ABOVE LIMITATIONS SHALL INURE TO THE BENEFIT OF JACCARD'S SUPPLIERS, AGENTS AND SUBCONTRACTORS.

The DEP agrees that it has not received a warranty different than or in addition to this Exclusive Warranty and that it will sign any applicable exclusive warranty acknowledgements or other forms of acknowledgements or agreements as Jaccard may reasonably require to be signed by the from time to time.

Commercial Equipment Warranty

Warranty Registration

The DIRECT END PURCHASER (DEP) or its authorized representative (e.g. service company) is required to complete a warranty registration within 30 calendar days after installation of each new unit of commercial equipment via Jaccard's website (<https://www.jaccard.com/food-service-deli-products-warranty/>)

Warranty Fulfillment

- Please contact Jaccard technical service toll free at (866) 478-7373 to obtain a preliminary warranty coverage determination and if appropriate, an RA# to return the part(s) for final warranty coverage determination. *NOTE: It should be understood that issuance of an RA# does not guarantee warranty claim approval.*
- Upon request by the DEP, Jaccard will generate a sales order to ship replacement part(s) to the DEP. *NOTE: The DEP may choose to issue a PO# or use the RA# to authorize / track the sales order for the replacement part(s). Jaccard will include the RA# on the sales order for tracking and possible warranty credit.*
- Jaccard will invoice the replacement part(s) the same day the part(s) ship.
- The DEP is responsible for returning the parts requested for warranty coverage to Jaccard within 30 calendar days from the date the RA# was issued. *NOTE: DEP must include the RA# prominently on the outside packaging when shipping the part(s) back to Jaccard or risk refusal to receive the shipment by Jaccard.*
- If the DEP fails to return the part(s) covered by the RA# (without prior written consent for extension by Jaccard) within 30 calendar days of the date the RA# was issued, the warranty claim will be null and void, and payment for the replacement parts will be due within the normal payment terms granted to the DEP by Jaccard.
- Upon receipt of the part(s) covered by the RA# a final determination of warranty coverage will be made by Jaccard. If it is determined that warranty coverage is applicable, Jaccard will issue a credit for the warranted part(s). *Note: freight is not included in warranty coverage and must be paid for by the DEP.*
- If it is determined that warranty coverage is not applicable, Jaccard will contact the DEP and explain the rationale and advise that the invoice for replacement part(s) including freight, if not previously paid, is valid and payable by the DEP. *NOTE: Upon DEP's written request (e-mail or other) within 10 business days from warranty coverage determination / notification, Jaccard will return the part(s) submitted for warranty coverage to the DEP at DEP's cost.*

Commercial Equipment Warranty

TABLE A

Equipment Type	Model #s	Prescribed Activity Level
Stacker Slicers	VA2000 VA4000AT	750,000 slices
Deli Slicers	J300G J350G J350GCO	Not Applicable
Rotary Blade Slicers	FS-19 FS-19D Simplex Simplexmatic Sectormatic	Not Applicable
Fillet Slicers	Fillet-O-Matic	Not Applicable
Tenderizers	Model H TSHY	Not Applicable
Flatteners	KTALP	Not Applicable