

Ten Year Warranty Bond

On Bally Walk-In Coolers / Freezers and Refrigerated Buildings

Bally Product Serial Number:

Bally Refrigerated Boxes, Inc. (hereinafter referred to as "Bally") hereby agrees with the original Purchaser/User (which shall be deemed to mean the individual or company for whom the above numbered product was installed) to, at our option, repair or replace during the term of this warranty and part of the said product subject to the terms hereof, which our examination shall disclose, to our satisfaction, to be, in any material respect, defective. Inspection by Bally's Service Department of parts, which are claimed to be defective in any material respect, shall be final in determining whether they are covered by this warranty.

The term of the above warranty shall be ten (10) years from the date of installation of the Product, but in no event shall it extend beyond ten (10) years and six (6) months from the date it was shipped by Bally.

Mechanical (including hardware, gaskets, Speed-lock assemblies and weather roofs) and electrical components, except refrigeration systems (which are covered by a separate warranty) are warranted to be free from material defects under normal use and service for a period of one (1) year from the date of installation, but in no event shall the warranty given in this paragraph be in force for more than eighteen (18) months from the date it was shipped by Bally.

Panel surface condition shall be warranted to be free from material defects for one (1) year from the date the panel was first shipped by Bally, and only when stored and installed per Bally's recommendation.

Crazing or cracking on roll-formed edges of finished surface at time of forming shall not constitute a material defect for purposes of this warranty.

This warranty does not cover defects caused, in whole or part, by improper installation, abnormal environmental conditions, abuse, misuse, accidents, alterations, improper maintenance, damage by a third party, acts of God or any other event beyond the control of Bally.

This warranty does not include transportation charges or labor charges for warranty repairs covered by this warranty. The Original Purchaser/User will bear the responsibility and expense of removing any defective panel or part, as well as the expense of reinstalling the replacement for items supplied, but not manufactured by Bally, Original Purchaser/User shall have, to the extent the warranty is assignable, the benefit of any warranty issued by the original manufacturer.

THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER ON BALLY'S PART. UNDER NO CIRCUMSTANCES WHATSOEVER SHALL BALLY BE LIABLE TO ANY PARTY OR PARTIES FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING PRODUCT LOSS.

Rider 1: The sales representative of Bally may have made oral statements about the warranty. Such statements shall not be relied upon by the Purchaser and are not part of the warranty. The entire warranty is embodied in this writing and this writing constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of this warranty. The warranty shall be construed in accordance with, and governed by, the internal laws of the State of North Carolina.

ORIGINAL PURCHASER:

**THIS PROTECTION PLAN IS
NOT TRANSFERABLE**



Morehead City, NC 28557