

Standard One-Year Warranty

The Delfield Company ("Delfield") warrants to the Original Purchaser of the Delfield product (herein called the "Unit") that such Unit, and all parts thereof, will be free from defects in material and workmanship under normal use and service for a period of one (1) year from the date of shipment of the Unit to the Original Purchaser **or, if the Original Purchaser returns the warranty card completely filled out including the date of installation within thirty (30) days of receipt of the Unit, one (1) year from the date of installation.** During this one year warranty period, Delfield will repair or replace any defective part or portion thereof returned to Delfield by the Original Purchaser which Delfield determines was defective due to faulty material or workmanship. The Original Purchaser will pay all labor, crating, freight and related costs incurred in the removal of the Unit or defective component and shipment to Delfield, except that during a period of either ninety (90) days from the date of shipment of the Unit to the Original Purchaser or, if the Original Purchaser returns the warranty card completely filled out including the date of installation within thirty (30) days of receipt of the Unit, ninety (90) days from the date of installation Delfield will pay all related labor costs. Delfield will pay the return costs if the Unit or part thereof was defective.

The term "Original Purchaser" as used herein means that person, firm, association, or corporation for whom the Unit was originally installed.

This Warranty does not apply to any Unit or part thereof that has been subjected to misuse, neglect, alteration, or accident, such as accidental damage to the exterior finish; operated contrary to the recommendations specified by Delfield; or repaired or altered by anyone other than Delfield in any way so as to, in Delfield's sole judgment, affect its quality or efficiency. This Warranty does not apply to any Unit that has been moved from the location where it was originally installed. **This Warranty also does not cover the refrigerator drier or the light bulbs used in the Unit. The warranty is subject to the user's normal maintenance and care responsibility as set forth in the Service and Installation Manual, such as cleaning the condenser coil, and is in lieu of all other obligations of Delfield. Delfield neither assumes, nor authorizes any other person to assume for Delfield, any other liability in connection with Delfield's products.**

Removal or defacement of the original Serial Number or Model Number from any Unit shall be deemed to release Delfield from all obligations hereunder or any other obligations, express or implied.

Parts furnished by suppliers to Delfield are guaranteed by Delfield only to the extent of the original manufacturer's express warranty to Delfield. Failure of the Original Purchaser to receive such manufacturer's warranty shall in no way create any warranty, express or implied, or any other obligation or liability on Delfield's part in respect thereof.

If shipment of a replacement part is requested prior to the arrival in the Delfield factory of the part claimed to be defective, the Original Purchaser must accept delivery of the replacement part on a C.O.D. basis, with credit being issued after he part has been received and inspected at Delfield's plant and determined by Delfield to be within this Warranty.

Under no condition does this Warranty give the Original Purchaser the right to replace the defective Unit with a complete Unit of the same manufacturer or of another make. Unless authorized by Delfield in writing, this Warranty does not permit the replacement of any part, including the motor-compressor, to be made with the part of another make or manufacturer.

No claims can be made under this Warranty for spoilage of products for any reason, including system failure.

The installation contractor shall be responsible for building access, entrance and field conditions to insure sufficient clearance to allow any hood(s), vent(s) or Unit(s), if necessary, to be brought into the building. Delfield will not be responsible for structural changes or damages incurred during installation of the Unit or any exhaust system.

Delfield shall not be liable in any manner for any default or delay in performance hereunder caused by or resulting from any contingency beyond Delfield's control, including, but not limited to, war, governmental restrictions or restraints, strikes, lockouts, injunctions, fire, floods, acts of nature, short or reduced supply of raw materials, or discontinuance of the parts by the original part manufacturer.

Except as provided in any Additional Four Year Protection Plan, if applicable, and the Service Labor Contract, if applicable, the foregoing is exclusive and in lieu of all other warranties, whether written or oral, express or implied. This Warranty supersedes and excludes any prior oral or written representations or warranties. Delfield expressly disclaims any implied warranties of merchantability, fitness for a particular purpose or compliance with any law, treaty, rule or regulation relating to the discharge of substances into the environment. The sole and exclusive remedies of any person relating to the Unit, and the full liability of Delfield for any breach of this warranty, will be as provided in this warranty.

Other than this Delfield Standard One Year Limited Warranty, any applicable Delfield Additional Four Year Protection Plan or applicable Delfield Service Labor Contract, the Original Purchaser agrees and acknowledges that no other warranties are offered or provided in connection with or for the Unit or any part thereof.

In no event will Delfield be liable for special, incidental or consequential damages, or for damages in the nature of penalties