

MANUFACTURER & ECOFRY EQUIPMENT LIMITED WARRANTY

The Hop Fry Unit is manufactured and warranted by Venix S.R.L. A copy of Venix S.R.L.'s warranty is attached hereto and incorporated herein by this reference (the "Venix Warranty"). Subject to the limitations more particularly described in the Venix Warranty, each Hop Fry Unit is warranted for a period of one (1) year (the "Warranty Period") for defective parts but not labor.

In the event Venix S.R.L. agrees to warranty your Hop Fry under the terms of the Venix Warranty, EcoFry Equipment, LLC, will pay for the labor required to repair and/or replace the defective parts that are being warranted by Venix S.R.L (the "EcoFry Warranty"). The EcoFry Warranty is subject to EcoFry Warranty Terms and EcoFry Warranty Exclusions set forth below.

ECOFRY WARRANTY TERMS

The EcoFry Warranty only applies if Venix S.R.L. agrees to repair or replace parts or equipment under the Venix Warranty. To be eligible for application of the EcoFry Warranty, the original purchaser of the Hop Fry Unit must register the serial number of its Hop Fry Unit with EcoFry Equipment, LLC, or its duly authorized representatives, within thirty (30) days from the date of installation. To register your Hop Fry Unit with EcoFry Equipment, LLC, please visit www.EcofryequipmentLLC.com or mail your completed Hop Fry Warranty Registration Card to the name and address set forth on the Registration Card. To qualify for the EcoFry Warranty, the Hop Fry Unit must be unaltered, properly installed and maintained in accordance with national and local codes and in accordance with the manufacturer's manual(s). The EcoFry Warranty may be voided, in whole or in part, as the sole discretion of EcoFry Equipment, LLC, if payment for the Hop Fry, in full, is not received within thirty (30) days from the date of purchase. EcoFry Warranty services are provided only if defects are made known to EcoFry within 14 days after they become known or recognizable by the original purchaser. All EcoFry Warranty requests must be approved by EcoFry Equipment, LLC, prior to any work being performed during the Warranty Period. The EcoFry Warranty is subject to the Exclusions set forth below. The EcoFry Warranty specifically excludes, and no EcoFry Warranty will be given for, any Hop Fry Units installed in residential locations. Tampering, altering, defacing, or removing the Hop Fry Unit serial number will serve to void the EcoFry Warranty.

ECOFRY WARRANTY EXCLUSIONS:

Regardless of whether Venix S.R.L. agrees to repair or replace parts or equipment under the Venix Warranty, the EcoFry Warranty does not apply if damages to the Hop Fry or its parts result from:

1. Accident, abuse, fire, flood, alteration, or acts of God;
2. Improper use of the Hop Fry Unit or use of the Hop Fry Unit in a corrosive atmosphere;
3. Inadequacy or interruption of electrical service or improper voltage conditions, blown fuses, or other like damages;
4. Failure to properly and regularly clean, maintain, or service the Hop Fry Unit (Daily cleaning and periodic maintenance on the Hop Fry Unit is required, and failure to so clean and maintain the Hop Fry Unit, or failure to follow the Hop Fry Unit service plan, will void the EcoFry Warranty);
5. Improper installation of the Hop Fry Unit, usage of the Hop Fry Unit in a manner that does not comply with the technical or safety requirements of the Hop Fry Unit, or poor handling of the Hop Fry Unit; or
6. Repair attempts that are unprofessional, improper, or made by an unauthorized third party, including the original purchaser.

The EcoFry Warranty does not cover wear and tear on any rubber or silicone gaskets, including but not limited to, the Main Door Gasket (Part No. EFE40GUA00020). The EcoFry Warranty only covers the Hop Fry Unit; no accessories are warranted or covered by this Warranty. Should EcoFry Equipment, LLC, or its warranty service provider, determine that the defect in question does not entitle the original purchaser to an EcoFry Warranty claim, the costs of the inspection and work are to be borne by the customer making the EcoFry Warranty claim. EcoFry Equipment, LLC, assumes no liability for transportation costs or risks.

THE LIMITED ECOFRY WARRANTY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE, AND IN NO EVENT SHALL ECOFRY EQUIPMENT, LLC, BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE OF THE EQUIPMENT OR ASSOCIATED EQUIPMENT, LOST REVENUES OR PROFITS, COST OF SUBSTITUTE EQUIPMENT OR COST OF FUEL OR ELECTRICITY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

The performance of EcoFry Warranty services does not result in the Warranty Period being restarted or extended. The EcoFry Warranty does not entitle the original purchaser to free inspections or maintenance. EcoFry Equipment, LLC, shall attempt, but cannot guarantee, to perform any warranty work in a manner and at a time so as to minimize any interference, or disrupt the operations of the original purchaser. All EcoFry Warranty work will be performed by a duly authorized equipment service agency chosen by EcoFry Equipment, LLC, in its sole and absolute discretion. EcoFry Equipment, LLC, will make a good faith effort to have its duly authorized equipment service agency perform warranty work at the location in which the Hop Fry Unit was installed, but in no event will EcoFry Equipment, LLC, be required to incur travel time in excess of two hours or 50 miles. In the event EcoFry Equipment, LLC, is required to incur travel time in excess of two hours or 50 miles to perform warranty work, for any reason whatsoever, Purchaser will be responsible to have the Hop Fry Unit delivered to EcoFry Equipment, LLC, to perform said warranty work and/or pre-pay EcoFry Equipment, LLC, for its travel time, along with return freight.