

## TRAYS AND TRAYTOP WARE PRODUCTS

### WARRANTY SCOPE

These Warranties cover the following Dinex International, Inc. (“Dinex”) equipment products (the “Warranted Products”):

- Insulated Traytop Ware
- Insulated Domes, Bases and Underliners
- Induction Base Products
- Convection Rethermalization Ware
- Beverage Servers
- Washracks
- Trays
- Insulated Tray Systems
- Reusable Dishware and Tumbler Products
- High Heat Reusable Plastic Dishware

Warranted Products also includes any other trays or traytop ware products identified on Dinex’s website ([www.dinex.com](http://www.dinex.com)) from time to time.

**Standard Warranty.** Except as indicated otherwise below, Dinex warrants that the Warranted Products will be free from defects in title, material and workmanship under normal use and shall substantially conform to Dinex’s written specifications for the Warranted Product (as such specifications exist on the date Warranted Products are shipped) (the “Product Specifications”). In addition, Dinex warrants that Dinex® brand traytop ware products will fit Dinex® brand Disposable Lids. This warranty is available only to end-users (the “Customers”) that purchase the Warranted Products from Dinex or its authorized distributors. For the purpose of these warranties, a defect is determined by Dinex after its good faith investigation.

**Supplies, Accessories and Related Products.** Dinex’s warranty for its supplies, accessories or related products to the Warranted Products is covered by a separate warranty statement, which is available at [www.dinex.com](http://www.dinex.com).

### DURATION

Dinex provides a one (1) year warranty for the Warranted Products. The warranty period begins on the date the Warranted Products are shipped to Customer. The warranty period for any Warranted Product or part furnished to correct a warranty failure will be the unexpired term of the warranty applicable to the repaired or replaced Warranted Product.

### REMEDIES

If Customer promptly notifies Dinex of Customer’s warranty claim, Dinex will replace the defective or non-conforming Warranted Products. The foregoing remedy is Customer’s exclusive remedy and Dinex’s sole liability for warranty claims under this warranty statement. This exclusive remedy shall not have failed of its essential purpose (as that term is used in the Uniform Commercial Code) as long as Dinex remains willing to replace the defective or non-confirming Warranted Products within a commercially reasonable time after being notified of Customer’s warranty claim.

## **LIMITATIONS**

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY. EXCEPT AS PROVIDED HEREIN, NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND QUIET ENJOYMENT, WILL APPLY. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE DESCRIBED IN THIS DOCUMENT AND NO PRIOR STATEMENTS BY ANY OF DINEX'S REPRESENTATIVES SHALL MODIFY OR EXPAND THESE WARRANTIES. DINEX AND DINEX'S AFFILIATES AND REPRESENTATIVES SHALL HAVE NO LIABILITY TO CUSTOMER FOR (1) ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE WARRANTED PRODUCTS, REGARDLESS OF WHETHER SUCH LIABILITY SHALL BE CLAIMED IN CONTRACT, TORT, EQUITY OR OTHERWISE, (2) ANY ASSISTANCE NOT REQUIRED UNDER DINEX'S QUOTATION OR (3) ANYTHING OCCURRING AFTER THE WARRANTY PERIOD ENDS.

DINEX'S STANDARD WARRANTIES ONLY APPLY TO END-USER-PURCHASERS LOCATED IN THE UNITED STATES AND CANADA. ANY SALE TO END-USER-PURCHASERS OUTSIDE THE UNITED STATES AND CANADA WILL BE SUBJECT TO COMMERCIAL TERMS SPECIFICALLY AGREED BY DINEX AND THE END-USER-PURCHASER. DINEX MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO END-USER-PURCHASERS OUTSIDE THE UNITED STATES OR CANADA UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING.

These warranties do not apply to, and Dinex shall not have any obligation to Customer hereunder with respect to, any warranty claim resulting from or arising out of: (i) normal wear and tear; (ii) damage caused by shipping or accident; (iii) damage caused by improper installation, repair or alteration not performed by Dinex; (iv) the use of the Warranted Product in combination with any equipment, supplies, accessories or any other materials or services, not furnished by Dinex or recommended in writing by Dinex; (v) the use of the Warranted Product in a manner or environment, or for any purpose, for which Dinex did not design or license it, or in violation of Dinex's recommendations or instructions on use; (vi) any alteration, modification or enhancement of the Warranted Product by Customer or any third party not authorized or approved in writing by Dinex; (vii) Warranted Product manufactured to meet customer specifications or designs; or (viii) any accessories or supplies or other equipment or products that may be delivered with the Warranted Product.

In addition, these warranties do not cover: (i) Any defect or deficiency (including failure to conform to Product Specifications) that results, in whole or in part, from any improper storage or handling, failure to maintain the Warranted Products in the manner described in any applicable instructions or specifications; and (ii) with respect to traytop ware products, such product's use with lid products other than Dinex® brand Disposable Lids.