



LIMITED WARRANTY

WARRANTY AND DISCLAIMER

This limited warranty extends only to the original purchaser with proof of purchase. North American Kitchen Solutions warrants that Halifax Hoods Products shall be free from original defects in workmanship and materials for two years from date of shipment provided the Products have been properly handled, stored, installed, serviced, maintained and operated. This warranty shall not apply to Products which have been altered or repaired without North American Kitchen Solutions' express authorization, or altered or repaired in any way so as, in North American Kitchen Solutions' judgment, to affect performance or reliability, nor which have been improperly installed or subjected to misuse, negligence, or accident, or incorrectly used in combination with other substances. Wear items, such as V-Belts, filters, etc. are not included as covered parts under this Warranty. Reimbursement for labor for removing and/or re-installing replacement parts is included in this Warranty for a period of 30 days from field start-up or 90 days from the date of Shipment, whichever comes first. NAKS, Inc. is responsible to determine the amount of labor reimbursement allowed based upon the circumstances for each installation. Labor cost reimbursement must be approved by NAKS in writing prior to the work being performed. You assume all risks and liability for results of use of all Products.

LIMITATION OF REMEDY AND DAMAGES

All claims under this warranty must be made in writing and delivered by U.S. Mail to:

North American Kitchen Solutions, Inc.
172 Reaser Court
Elyria, OH 44035
Attn: WARRANTY CLAIMS DEPARTMENT

All Product claims must be made within 15 days after discovery of the defect and prior to the expiration of two years from the date of shipment. Claims made beyond that period are barred. Within 30 days after receipt of a timely claim, North American Kitchen Solutions shall have the option either to inspect the Product at its location or request its return to North American Kitchen Solutions at your expense. North American Kitchen Solutions shall replace, or at its option repair, free of charge, any Product it determines to be defective, and it shall ship the repaired or replacement product to you F.O.B. point of shipment; provided, however, if in North American Kitchen Solutions' judgment circumstances are such to prohibit repair or replacement to remedy the warranted defects, your sole and exclusive remedy shall be a refund of any part of the invoice price, paid to North American Kitchen Solutions, for the defective Product or part.



North American Kitchen Solutions is not responsible for the cost of removal of the defective Product or part, damages due to removal, or any expenses incurred in shipping the Product, or the installation of the repaired or replaced Product or part.

The warranties set forth above do not apply to any components, accessories, parts or attachments manufactured by other manufacturers; such being subject to the manufacturer's warranty, if any. To the extent not prohibited by the manufacturer's warranty, North American Kitchen Solutions shall pass to you such manufacturer's warranty.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND WAIVED. THIS WARRANTY CONSTITUTES NORTH AMERICAN KITCHEN SOLUTIONS' SOLE AND EXCLUSIVE WARRANTY FOR DEFECTIVE GOODS AND PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE PRODUCTS.

No employee, agent, dealer, or other person is authorized to give any warranties on behalf of North American Kitchen Solutions or to assume for it any other liability in connection with any of its products except in writing and signed by an officer of North American Kitchen Solutions.

LIMITATION OF LIABILITY

Halifax Hoods and its affiliates' cumulative liability to you and any other persons for all claims in any way relating to or arising out of the Products, including, but not limited to, any cause of action sounding in contract, tort, or strict liability, shall not exceed the total amount of the purchase price paid for those Products which are the subject of any such claim. This limitation of liability is intended to apply without regard to whether other provisions of this agreement have been breached or have proven ineffective even if Halifax and its affiliates have been advised of the possibility of such claims or demands. In no event shall Halifax and its affiliates be liable to you or any other person for any loss of profits or any incidental, special, exemplary, or consequential damages for any claims or demands brought by you or such other persons. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THIS LIMITATION MAY NOT APPLY TO YOU.

Halifax and its affiliates' maximum liability to you and to any end user is as set forth above. North American Kitchen Solutions makes no warranty to anyone for any products not manufactured by it and shall have no liability for any use or installation of any products (whether manufactured by North American Kitchen Solutions or other manufacturers) not specifically authorized by this sale. You acknowledge various warnings by Halifax and its affiliates regarding the Products and its installation and use. If Halifax or its affiliates incur any claims, lawsuits, settlements, or expenses (including attorney fees) for any loss, injury, death or property damage including, but not limited to, claims arising out of your or any end user's installation or use of the Products, you agree to indemnify and hold Halifax and its affiliates harmless.