

## LIMITED WARRANTY, TERMS AND CONDITIONS

### LINCOLN EQUIPMENT LIMITED WARRANTY

Lincoln Foodservice ("Lincoln") warrants this product to be free from defects in material and workmanship for a period of:

- DCTI ovens are eighteen [18] months
- Aperion® ovens are two (2) years
- Impinger II ovens are one (1) year
- Impinger I, Low Profile and 3240 ovens are three (3) years from the date of purchase
- Equipment must be installed within 18 months of manufacture

During the warranty period, Lincoln shall, at Lincoln's option, repair, or replace parts determined by Lincoln to be defective in material or workmanship, and with respect to services, shall re-perform any defective portion of said services. The foregoing shall be the sole obligation of Lincoln under this Limited Warranty with respect to the equipment, products, and services. With respect to equipment, materials, parts and accessories manufactured by others, Lincoln's sole obligation shall be to use reasonable efforts to obtain the full benefit of the manufacturer's warranties. Lincoln shall have no liability, whether in contract, tort, negligence, or otherwise, with respect to non-Lincoln manufactured products.

### WHO IS COVERED

This Limited Warranty is available only to the original purchaser of the product and is not transferable.

### EXCLUSIONS FROM COVERAGE

- Repair or replacement of parts required because of misuse, improper care or storage, negligence, alteration, accident, use of incompatible supplies or lack of specified maintenance shall be excluded
- Normal maintenance items, including but not limited to, light bulbs, fuses, gaskets, O-rings, interior and exterior finishes, lubrication, conveyor belt, motor bushes, broken glass, etc. adjustments and calibrations for temperatures, speed and air flows
- Failures caused by improper or erratic voltages
- Improper or unauthorized repair
- Changes in adjustment and calibration after ninety (90) days from equipment installation date
- This Limited Warranty will not apply to any parts subject to damage beyond the control of Lincoln, or to equipment which has been subject to alteration, misuse or improper installation, accidents, damage in shipment, fire, floods, power changes, other hazards or acts of God that are beyond the control of Lincoln
- This Limited Warranty does not apply, and shall not cover any products to equipment manufactured or sold by Lincoln when such products or commercial equipment is installed or used in a residential or noncommercial application. Installations not within the applicable building or fire codes render this Limited Warranty and any responsibility or obligations associated therein null and void. This includes any damage, costs, or legal actions resulting from the installation of any Lincoln commercial cooking equipment in a noncommercial application or installation, where the equipment is being used for applications other than those approved for by Lincoln

### LIMITATIONS OF LIABILITY

The preceding paragraphs set forth the exclusive remedy for all claims based on failure of, or defect in, products or services sold hereunder, whether the failure or defect arises before or during the warranty period, and whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence), strict liability, implied by statute, common-law or otherwise, and Lincoln its servants and agents shall not be liable for any claims for personal injuries, incidental or consequential damages or loss, howsoever caused. Upon the expiration of the warranty period, all such liability shall terminate. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. LINCOLN DOES NOT WARRANT ANY

PRODUCTS OR SERVICES OF OTHERS.

### REMEDIES

The liability of Lincoln for breach of any warranty obligation hereunder is limited to: (i) the repair or replacement of the equipment on which the liability is based, or with respect to services, re-performance of the services; or (ii) at Lincoln's option, the refund of the amount paid for said equipment or services.

Any breach by Lincoln with respect to any items or unit of equipment or services shall be deemed a breach with respect to that item or unit or service only.

### WARRANTY CLAIM PROCEDURE

- Immediately advise the Dealer or Lincoln's Factory Authorized Servicer of the equipment serial number and the nature of the problem
- Verify the problem is a factory responsibility. Improper installation or misuse of equipment, are not covered under this Limited Warranty
- Cooperate with the Service Agency so that warranty service may be completed during normal working hour
- Travel Time not to exceed two hours and millage not to exceed one hundred (100) miles

### GOVERNING LAW

Limited Warranty shall be governed by the laws of the state of Delaware, USA, excluding their conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty

### RETURN POLICY

- 1 | All returned product must have an RMA number from Customer Service prior to sending the product back
- 2 | The product must be standard product, still crated and within 90 days from date invoiced. Standard products are defined as product configurations that are saleable to the general market. Custom Products are product configurations that are unique to a specific customer and cannot be sold to other customers. Obsolete/discontinued products cannot be returned
- 3 | If return is approved for standard product, the standard restock charge is 30% or 20% if a replacement order is made
- 4 | Custom product is **non-returnable**
- 5 | Applicable freight charges and re-crating will be the customer's responsibility
- 6 | RMA number must be clearly written on all shipping paperwork to factory/warehouse
- 7 | RMA will be valid for 45 days from date of issue

### INTERNATIONAL SALES POLICY

International sales orders submitted by US dealers are subject to the following up charge:

- Impinger II, Impinger I, Low Profile, 3200 Series ovens - 20%.
- DCTI - 2500 Series, Aperion Series - 15%.

All shipments FOB Shreveport, LA 71129