



Merrychef Warranty Policies and Procedures

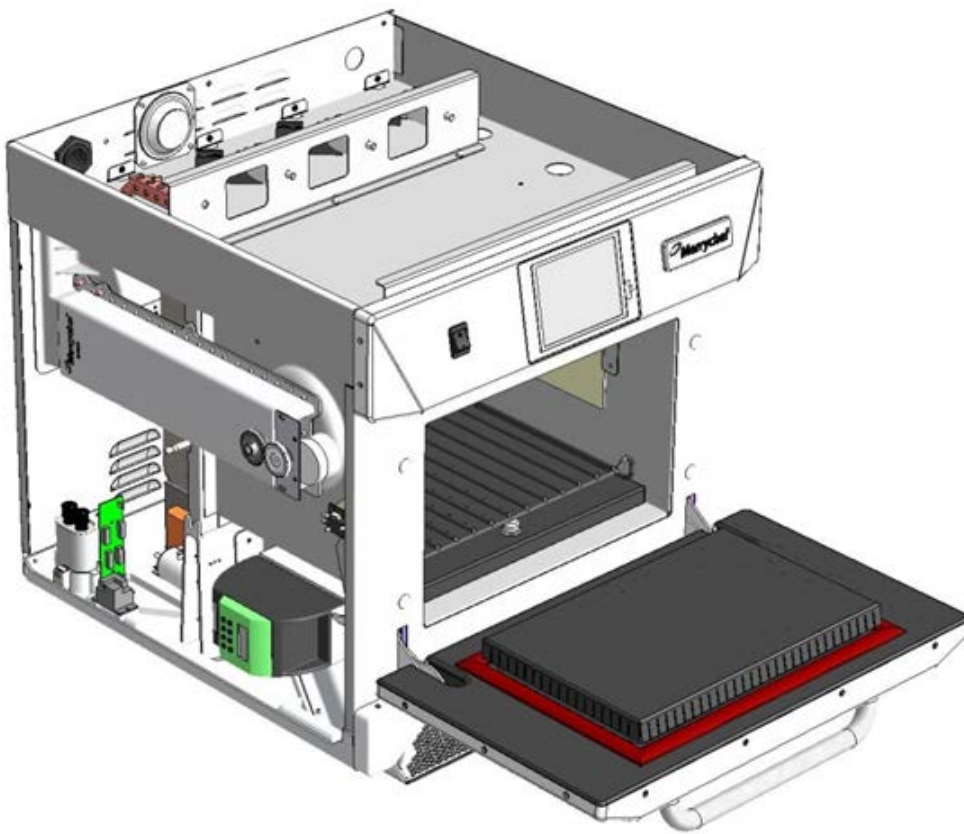


Table of Contents

LIMITED WARRANTY FOR COMMERCIAL PRODUCTS 1

EXTENDED WARRANTY FOR COMMERCIAL PRODUCTS WITH KEY ACCOUNT CUSTOMERS 3

90 DAY PARTS WARRANTY FOR COMMERCIAL PRODUCTS..... 3

CUSTOMERS WARRANTY PROCEDURES AND SUBMITTAL 4

 How to Register Equipment 4

 How to Submit Claims..... 5

 Types of claims..... 5

 Late claim submittal..... 5

 Who to contact and how to determine warranty status..... 6

 Serial number breakdown..... 6

 Mandatory parts return 6

STANDARD REPAIR TIMES..... 7

WHAT THE WARRANTY DOES NOT COVER 8



LIMITED WARRANTY FOR COMMERCIAL PRODUCTS

LIMITED WARRANTY

Merrychef USA, ("Merrychef") warrants this product to be free from defects in material and workmanship for a period of one (1) year from the date the product is installed or eighteen months (18) months from the date of shipment from our facility, whichever comes first.

During the warranty period, Merrychef shall, at Merrychef's option, repair or replace parts determined by Merrychef 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 Merrychef under this Limited Warranty with respect to the equipment, products and services. With respect to equipment, materials, parts and accessories manufactured by others, Merrychef's sole obligation shall be to use reasonable efforts to obtain the full benefit of the manufacturer's warranties. Merrychef shall have no liability, whether in contract, tort, negligence, or otherwise, with respect to non-Merrychef 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, door seals, O-rings, air filters, interior and exterior finishes, lubrication, de-liming, broken glass, etc.
- Failures caused by 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 Merrychef, 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 Merrychef.
- This Limited Warranty does not apply, and shall not cover any products or equipment manufactured or sold by Merrychef when such products or commercial equipment is installed or used in a residential or non-commercial 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 Merrychef commercial cooking equipment in a non-commercial application or installation, where the equipment is being used for applications other than those approved for by Merrychef.

- **If any product is cleaned without using an approved Merrychef cleaning solution, this Limited Warranty shall be voided.**

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 Merrychef its servants and agents shall not be liable for any claims for personal injuries 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 LEIU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY; MERRYCHEF DOES NOT WARRANT ANY PRODUCTS OR SERVICES OF OTHERS.

REMEDIES

The liability of Merrychef 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 Merrychef's option, the refund of the amount paid for said equipment or services. Any breach by Merrychef with respect to any item or unit of equipment or services shall be deemed a breach with respect to that item or unit or service only.

WARRANTY CLAIM PROCEDURE

Customer shall be responsible to:

- Immediately advise the Dealer or Merrychef's Authorized Service Agent, 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 hours.

GOVERNING LAW

For equipment, products and services sold in the United States this 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.

Merrychef USA
1200 Airport North Office Park, Suite A & B
Fort Wayne, In, 46825
USA

EXTENDED WARRANTY FOR COMMERCIAL PRODUCTS WITH KEY ACCOUNT CUSTOMERS

EXTENDED LIMITED WARRANTY

Merrychef USA, (“Merrychef”) has established several different warranty periods for key account customers with multiple outlets. These warranties are subject to the same terms and conditions as the standard limited warranty but are extended for a longer period of time.

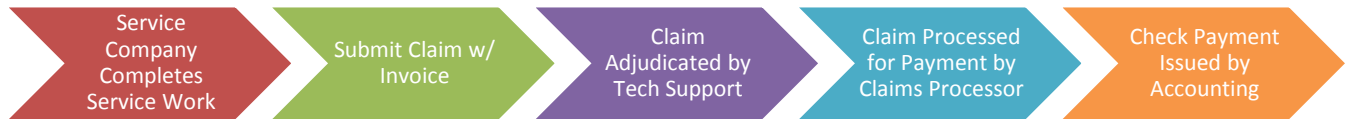
If you are unsure what warranty coverage applies to a product, please see the section titled:

Who to contact and how to determine warranty status on page 6.

90 DAY PARTS WARRANTY FOR COMMERCIAL PRODUCTS

- OEM replacement parts will be warranted against defects for a period of 90 Days – excluding labor and freight.
- This warranty begins from the date the FAS sales the part.
- This warranty does not include misuse, abuse, mishandling or failure due to incorrect installation.
- To submit 90-day part warranty, the FAS must invoice the factory in the same manner as an equipment warranty claim noting that the original and replacement invoice numbers are required. The FAS must also provide the following information with the invoice:
 1. Model # of unit needing replacement part
 2. Copy of the work order where original part was installed
 3. Copy of the work order noting the installation of the replacement part.
- If a failed part is listed in the mandatory return list, it must be returned to Merrychef USA with a valid RMA.
- If it is not listed, FAS’s are required to hold the part for 90 days after the claim is submitted to Merrychef USA.
- A RMA must be obtained before returning any parts.
- Credit will be issued only after the parts have been inspected and the failure verified by the Merrychef USA Quality Assurance Department, and if necessary, the original part manufacturer. Allow 4 to 6 weeks to complete this process. Additional time may be required if parts must be sent to the part manufacturer for testing.
- Only applicable to parts sold within the FAS’s contracted territory.

CUSTOMERS WARRANTY PROCEDURES AND SUBMITTAL



How to Register Equipment

Prior to submitting claims, the equipment should be registered via the online equipment registration form located at <http://manitowoc.force.com/productregistration>. This link is can also be found on the Merrychef US site at <http://www.merrychef.com/us/minisite/warranty>. The information provided in the registration is vital to determine warranty start date and other customer specific warranty terms.



Figure 1

How to Submit Claims

All Merrychef US claims are to be submitted through the KitchenCare Claims Processing System (CPS). In order to file claims in the system, the service company must first be set up with Manitowoc Foodservice accounting to receive payment. Also, the claim submitter must be assigned a user name and password to access the portal. Please, contact your Territory Manager to initiate the process to get set up to process claims.

Once a user has been granted access to the system, he/she will have the ability to log in into the Community web site. To access the CPS use the following link, <https://manitowocportal.force.com/community/customcommunitieslogin>.

To file a claim complete the following steps:

1. Log into the Community Portal
2. Click on “New Claim”
3. Complete all required fields in the claim form
 - a. Note: Claims can only be submitted when all required fields are complete.
4. Attach your invoice (required) to the claim as well as any other supporting documentation in the “Attach File” section.
5. (Optional) Add any additional comments that will help the processor make a decision on the claim in the “Comments” field.
6. Click “Submit” when completed

Detailed instructions will be provided at the time of user setup. They are also available by request.

Types of claims

The following types of claims are submitted through the CPS:

| Claim Type | Definition |
|-------------------|---|
| STANDARD | Labor and/or parts |
| REPLACEMENT PART | Replacement part warranty |
| INSTALLATION | Installation |
| STARTUP | Equipment Startup |
| CAMPAIGN/RE-WORK | Rework, Retrofit, Upgrades |
| EXTENDED WARRANTY | Outside of standard warranty term |
| SPECIAL SERVICES | PM, Field Test |
| OTHER | Does not fit any other category i.e. concession |

Late claim submittal

Claims must be submitted within 180 days of the repair completion date. Claims submitted outside of this time period will not be considered.

Who to contact and how to determine warranty status

Questions regarding claims processing can be directed to Merrychef Technical Support located in Ft Wayne, IN. For direct questions regarding the status of your claim, please direct inquiries to LNC-WARRCLAIMS@MANITOWOC.COM, or contact Manitowoc KitchenCare Technical Support at 1-844-724-2273.

Serial number breakdown

As previously stated in the warranty statement the warranty period starts upon equipment install or ship date from the facility (Cleveland -USA). If the warranty period is unknown for a particular unit, the production date can be used to provide guidance of the warranty start date by deciphering the serial number of the unit. The serial number breakdown is as follows:

Example: 1501213090087

| | | | |
|-----------------|------------------|-------------------|-------------------|
| 15 | 01 | 2130 | 90087 |
| Production Year | Production Month | Sheffield Factory | Sequential number |

In the example above, the warranty period would probably range from January 2015 through June 2016 if the install date is unknown. Please, ensure the unit is registered at the time of install to avoid discrepancies with regard to the warranty period.

Mandatory parts return

Warranty claims will not be paid unless the following parts are returned:

| | |
|-------------------|---------------------|
| 30Z5009 | TOUCHSCREEN |
| DV0412 / DV0413 / | |
| PSR101/PSA2214 | DOOR HINGES AND KIT |
| PSA1180 & PSA1241 | HOT AIR MOTORS |

Parts are to be returned to the following address:

Cleveland Range
17903 St. Clair Ave.
Cleveland, Oh 44110

STANDARD REPAIR TIMES

| Fault Description | Nearest 0.5 hours (Include Diagnostics & Repair Check) | | | | | |
|---|--|------|------|------|------|------|
| | 402s | E2 | E3 | E4 | E5 | E6 |
| Air/Grease Filter Missing/broken/blocked/ Overheat reset and re-commission check | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 |
| Thermocouple Failure, Micro switch adjustment, Stirrer glass, Mag/cavity stat replacement | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Magnetron failure, HV transformer, Diode and capacitor and stirrer motor replacement | 1.50 | 1.50 | 1.50 | 1.50 | 1.50 | 1.50 |
| Control boards, Touchscreen, membrane replacement and Door seal replacement | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 |
| Door hinge replacement, and door adjustment procedures | 2.50 | 2.50 | 2.50 | 2.50 | 2.50 | 2.50 |
| Convection motor replacement, heating element and hot box removal | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 |
| Maximum allowable time for any call with multiple parts | 4.00 | 4.00 | 4.00 | 4.00 | 4.00 | 4.00 |

For warranty service claims exceeding the above standard repair time or travel guidance, please contact Manitowoc KitchenCare Technical Support at 1-844-724-2273 for review and potential authorization number. This will ensure efficient claim processing.

WHAT THE WARRANTY DOES NOT COVER

- Damage due to misuse, abuse, alteration or accident.
- Improper or unauthorized repair.
- Failure to follow installation procedures, operation instructions and/or scheduled maintenance procedures as prescribed in the Merrychef Service and Owner's Manuals.
- Damage in shipment.
- Equipment which has had the data plate removed, altered, or destroyed.
- Changes in adjustment and calibrations (*after ninety days from equipment installation*).
- Normal maintenance items; i.e., interior and exterior finishes, cleaning, and abuse to power cord, door seal.
- Damages (the cost of repairing other property, which is damaged), loss of time, profits, use, or any other incidental damages of any kind.
- Toll Fees
- Truck Fees
- Damages due to incorrect installation in any type of mobile kitchen will not be covered under warranty.
- Issues or damage resulting from incorrect supply voltage.
- Use of non-OEM parts.
- Travel over 200 miles (round trip) or 3 hours.