



Merco Savory, LLC Limited Warranty for Commercial Products

Merco, LLC, ("Merco") 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 (18) months from the date of shipment from our facility, whichever comes first.
- Calrod and Pyrex heating elements only - two (2) year warranty against burnout (excluding breakage) from date of shipment from our facility.
- Quartz heating elements only - ninety (90) day warranty against burnout (excluding breakage) from date of shipment from our facility.
- Hot Food Server products only - one (1) year labor, two (2) years parts from the date of shipment from our facility.

During the warranty period, Merco shall, at Merco's option, repair, or replace parts determined by Merco 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 Merco under this Limited Warranty with respect to the equipment, products, and services. With respect to equipment, materials, parts and accessories manufactured by others, Merco's sole obligation shall be to use reasonable efforts to obtain the full benefit of the manufacturer's warranties. Merco shall have no liability, whether in contract, tort, negligence, or otherwise, with respect to non-Merco 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, deliming, broken glass, etc.
- 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 Merco, 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 Merco.
- This Limited Warranty does not apply, and shall not cover any products or equipment manufactured or sold by Merco 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 Merco commercial equipment in a non-commercial application or installation, where the equipment is being used for applications other than those approved for by Merco.

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 Merco 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 OR MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. MERCO DOES NOT WARRANT ANY PRODUCTS OR SERVICES OF OTHERS.

REMEDIES

The liability of Merco 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 Merco's option, the refund of the amount paid for said equipment or services.

Any breach by Merco 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:

- Immediate advise the Dealer or Merco'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.
- Travel time not to exceed two (2) hours and mileage not to exceed one hundred (100) miles.
- Portable equipment weighing less than ninety (90) pounds must be delivered to the Service Agent at customer's expense.

GOVERNING LAW

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.