

## UNOX Limited Warranty Conditions - US

End users ("**End Users**") who have purchased an appliance (the "**Product**") from an authorized dealer of Unox, Inc., a Delaware corporation ("**UNOX**") may be entitled to a limited manufacturer's warranty (the "**Limited Warranty**"). In order to benefit from such a warranty, End User must register the Product on UNOX's website ([www.unox.com](http://www.unox.com)) within thirty (30) days from the date of End User's dealer invoice or from the installation date of the Product at the End User's location, provided that such installation date can be sufficiently proofed (as determined by UNOX in its sole discretion).

### 1. Warranty Term

a) The warranty period for the Limited Warranty (the "**Warranty Term**") is, with respect to labor, 12 months, and with respect to the Product or parts thereof (such parts being hereinafter referred to as "**Spare Parts**"), 24 months, in each case from the earlier of (i) the date of End User's dealer invoice and (ii) the date of installation of the Product at the End User's location (the "**Warranty Start Date**"); provided, however, that upon failure from End User to provide UNOX, upon request, with supporting evidence reasonably satisfactory to UNOX of such End User's dealer invoice or installation date, as shall be determined by UNOX in its sole discretion, then the Warranty Start Date may, at UNOX's sole discretion, be the date of UNOX's invoice to its own dealer.

b) For ChefTop Mind.Maps ovens only, and only if End User has purchased or otherwise has been provided with a LONG.LIFE4 extended warranty (the "**Extended Warranty**"), then the Warranty Term is, with respect to labor, 12 months from the Warranty Start Date, and with respect to the Product and/or Spare Parts, the earlier of (i) 48 months from the Warranty Start Date, and (ii) ten thousand (10,000) hours of working and/or stand-by time of such Product, as determined by the Product's internal clock. The foregoing Extended Warranty is available to End User if and only if the applicable Product is connected to the internet via Ethernet cable, WIFI or 3G/4G within thirty (30) from the date of End User's dealer invoice or from the installation date, provided that such installation date can be sufficiently proofed (as determined by UNOX in its sole discretion), and remains accessible for remote login and maintenance by the UNOX service team at all times.

2. If End User decides not to buy the Extended Warranty, in order for the Limited Warranty to apply, End User will need to furnish UNOX a copy of End User's dealer invoice and sufficient proof (as determined by UNOX in its sole discretion) of the installation date and the type of Product in the form of a written confirmation or an invoice for installation issued by a Service Agent.

3.

a) For Products subject to the Limited Warranty, during the applicable Warranty Term, and if and only if such Product is unaltered and unmodified by End User or any third party and is properly

used as set forth in UNOX's specifications and instructions of use, End User's sole remedy under the Limited Warranty shall be (x) for a period of twelve (12) months after the Warranty Start Date, at UNOX's sole cost and expense and in UNOX's sole discretion, (i) repair, or (ii) return and replacement (including, in each of the foregoing cases (i) and (ii), any cost of UNOX's or its designee's work associated therewith), of the Product (including any Spare Parts), and (y) for a period of twelve (12) months after the initial twelve (12) months following the Warranty Start Date, at UNOX's sole cost and expense, replacement of the Products and/or Spare Parts, excluding any work associated therewith.

b) For Products subject to the Extended Warranty, during the applicable Warranty Term, and if and only if such Product is unaltered and unmodified by End User or any third party and is properly used as set forth in UNOX's specifications and instructions of use, End User's sole remedy under the Extended Warranty shall be (x) for a period of twelve (12) months after the Warranty Start Date, at UNOX's sole cost and expense and in UNOX's sole discretion, (i) repair, or (ii) return and replacement (including, in each of the foregoing cases (i) and (ii), any cost of UNOX's or its designee's work associated therewith), of the Product (including any Spare Parts), and (y) for a period which shall be the shorter of (A) thirty-six (36) months after the initial twelve (12) months following the Warranty Start Date, and (B) ten thousand (10,000) hours of working and/or stand-by time of such Product has been reached, if earlier, as determined by the Product's internal clock, at UNOX's sole cost and expense, replacement of the Product and/or Spare Parts only, excluding any work associated therewith.

The warranty services set forth above shall be referred to herein as "**Warranty Services**", as applicable. Except as provided above, the Products are provided "as is".

4. The performance of Warranty Services shall in no event trigger an extension of a Warranty Term, nor shall it trigger a new Warranty Term.

5. Replaced parts shall pass into the ownership of UNOX.

6. UNOX does not assume any transport costs or risks.

7. In order to be eligible for the Warranty Services during the applicable Warranty Term, End User must notify UNOX in writing of any damage or defects within 14 days after such damage or defects were or should have been discovered by sending a notification to the UNOX service support, as provided on the UNOX website, [www.unox.com](http://www.unox.com).

8. Please be aware that neither the Limited Warranty nor the Extended Warranty shall apply in any of the following instances, without limitation, as determined in UNOX's sole discretion:

- Damage resulting from defective installation or unprofessional or improper attempts at repair, work performed by un-authorized third parties, improper use, injudicious operation or any and all other actions not in compliance with the instruction manual for the Product;
- Non-compliance, by End User or any third party, with the UNOX installation check list, the installation manual, or the prescribed maintenance and inspection cycles;
- If cleaning agents or preservative agents other than those expressly approved by UNOX have

been used;

- Defects or damage in connection with unauthorized uses of the Product, such as the use of soiled, aggressive water, sub-standard gas or electricity with unsuitable voltage or current;
- Damage caused by surges;
- Normal wear and tear to items such as lamps, gaskets, seals, probes, door handles, ancillary and consumable parts etc., as well as damage to glassware and other ancillary parts
- The use of water not meeting requirements set forth by UNOX in the installation manual and spec sheet (for the avoidance of doubt, in addition, but without limitation, to the foregoing, it is the sole responsibility of the End User to verify that the incoming water supply is comprehensively tested and, if required, to provide a means of water treatment that would meet the minimum water quality standards required by UNOX, as outlined on the Product specification sheet. Non-compliance with these minimum standards will potentially damage Products and/or Spare Parts, which, at UNOX's sole discretion, may nullify and void the original Limited Warranty or Extended Warranty, as applicable);
- Damage or malfunctions caused by the build-up of limescale or rust in the Product;
- Wear and tear of the Product;
- Cases in which replacement or parts other than original UNOX parts are used, regardless of whether the damage or defects result therefrom.

9. The Limited Warranty and the Extended Warranty may only be asserted for Products located in the United States of America.

10. An obligation to render Warranty Services shall only exist if the Product is in compliance with the applicable technical requirements in the country in which the Product is operated.

11. NO OTHER WARRANTIES. EXCEPT AS SET FORTH IN THE INTRODUCTION HERETO, THE PRODUCTS ARE PROVIDED "AS IS", AND THE LIMITED WARRANTY AND EXTENDED WARRANTY ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES AND GUARANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE (EVEN IF INFORMED OF SUCH USE), OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, WHICH ARE HEREBY EXCLUDED TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. NO WARRANTY HAS BEEN MADE THAT THE PRODUCTS WILL MEET END USER'S OR ITS CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE.

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