

LIMITED WARRANTY TO COMMERCIAL PURCHASE

Unified Brands warrants to original commercial purchaser/users that foodservice equipment manufactured by Unified Brands ("Unified Brands Equipment") shall be free from defects in material and workmanship for (i) 2000 actual operating hours (provided that such equipment has a device that has recorded actual operating hours since the installation of such equipment), (ii) twelve (12) months from the date of installation or (iii) fifteen (15) months from date of shipment from Unified Brands, whichever first occurs (the "Warranty Period"), in accordance with the following terms and conditions:

- I. This warranty is limited to replacement parts and related labor for Unified Brands Equipment located at its original place of installation in the United States, Puerto Rico and Canada.
- II. Damage to Unified Brands Equipment that occurs during shipment must be reported to the carrier and is not covered under this warranty. The reporting of any damage during shipment is the sole responsibility of the commercial purchaser/user of such Unified Brands Equipment.
- III. For Unified Brands HyPerSteam™ Steamers, Unified Brands further warrants to the original commercial purchaser/users of such Unified Brands Equipment that the atmospheric steam generators contained in such Unified Brands Equipment shall be free from defects in material and workmanship for (i) twenty-four (24) months from the date of installation or (ii) twenty-seven (27) months from date of shipment from Unified Brands, whichever first occurs, provided that: (a) the original purchaser/user shall have also purchased and installed a Unified Brands PureSteam™ Water Treatment System for use in connection with such Unified Brands HyPerSteam Pressureless Steamer on or before the date such Unified Brands Equipment was installed, (b) the original purchaser/user has continuously used such Water Treatment System in connection with such Unified Brands Equipment from the date of installation, and (c) the commercial purchaser/user shall have maintained such Water Treatment System in accordance with the maintenance and filter cartridge replacement recommendations of Unified Brands, and otherwise maintained such Oven or Steamer in accordance with all other operational and maintenance recommendations of Unified Brands.
- IV. Unified Brands further warrants to the original commercial purchaser / users categorized as K-12 School Segment shall be free from defects in material and workmanship for (i) 4000 actual operating hours (provided that such equipment has a device that has recorded actual operating hours since the installation of such equipment), (ii) twenty-four (24) months from the date of installation or (iii) twenty-seven (27) months from the date of shipment from Unified Brands, whichever first occurs.
- V. During the Warranty Period, Unified Brands, directly or through its authorized service representative, will either repair or replace, at Unified Brands sole election, any Unified Brands Equipment determined by Unified Brands to have a defect in material or workmanship. As to any such warranty service during the Warranty Period, Unified Brands will be responsible for related reasonable labor and portal to portal transportation expenses (time & mileage) incurred within the United States and Canada.
- VI. This warranty does not cover boiler maintenance, calibration, periodic adjustments as specified in operating instructions or manuals, consumable parts (such as scraper blades, gaskets, packing, etc.), and labor costs incurred for removal of adjacent equipment or objects to gain access to Unified Brands Equipment. This warranty does not cover defects caused by improper

installation, abuse, careless operation, or improper maintenance of Unified Brands Equipment. This warranty does not cover damage to Unified Brands Equipment caused by poor water quality or improper boiler maintenance.

- VII. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS HEREBY EXPRESSLY DISCLAIMED. THE REMEDIES DESCRIBED ABOVE ARE EXCLUSIVE AND IN NO EVENT SHALL UNIFIED BRANDS BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES FOR THE BREACH OR DELAY IN PERFORMANCE OF THIS WARRANTY.
- VII. Unified Brands Equipment is for commercial use only. If sold as a component of another (O.E.M.) manufacturer's equipment, or if used as a consumer product, such Equipment is sold AS IS and without any warranty.

*When Export Warranty Applies (outside the U.S, Puerto Rico and Canada)

Unified Brands will cover the cost of labor and parts under the same guidelines of the 1-year domestic standard warranty. There are no available extended international warranties that will be offered or applied including the optional 2-year Atmospheric steam generator or boiler warranty. Labor and Travel restrictions to 100 miles radius, ground transport only.

LIMITED EXTENDED WARRANTY COVERAGE

*Available of Domestic Purchase/Use only

Limited Extended Warranty Coverage is available on all standard Unified Brands Equipment covered by the above Unified Brands Limited Warranty. Commercial purchasers/users of Unified Brands Equipment may elect to extend the standard limited warranty to cover parts, labor and portal to portal transportation costs (time and mileage) for an additional (i) 2000 actual operating hours, or (ii) twelve (12) month period, or for an additional (i) 4000 actual operating hours, or (ii) twenty four (24) month period, whichever first occurs, in addition to the time period of the standard limited warranty described above. Limited Extended Warranty Coverage is not available to extend the supplemental limited warranty for: (a) atmospheric steam generators or boilers contained in Unified Brands Convection Combo Steamer-Ovens, HyPerSteam Convection Steamers and HyPlus Pressureless Steamers, or (b) electronic relay and control boards contained in Unified Brands Convection Combo Steamer-Ovens, or (c) Unified Brands SmartSteam Boilerless Steamers.

Conditions of Coverage

- Limited Extended Warranty Coverage must be purchased at the time the Unified Brands Equipment to be covered is purchased
- All conditions and limitations on the Standard Limited Warranty Coverage apply to the Limited Extended Warranty Coverage. See above for details of conditions and limitations on the Standard Warranty Coverage.

Items Not Covered Under Warranty

- Maintenance of repairs such as cleaning, clogged drains, gasket replacement, filter replacement re-establish vacuum in jacket, adding water to jacket
- Repairs caused by abuse such as freight damage such as scratches and dents or assembly damage
- Repairs caused by improper installation
- Electrical component failure due to water damage from cleaning procedures
- Equipment failure due to incorrect water/gas pressure
- Work performed by a Non-Authorized Service Company
- Food/Product Loss