

## Domestic & International Limited Warranty



Mile High Equipment LLC (the "Company") warrants Ice-O-Matic brand ice machines, ice dispensers, remote condensers, water filters, and ice storage bins against defects in material and factory workmanship under normal and proper use and maintenance as specified by the Company and upon proper installation and start-up in accordance with the supplied instruction manuals as follows:

<b>Accessories</b> <ul style="list-style-type: none"> <li>90-day warranty on parts (excluding cartridges on water filters)</li> </ul>	<b>GEMU090</b> <ul style="list-style-type: none"> <li>1-year parts &amp; labor</li> </ul> <b>Residential or Commercial</b>	<b>MFI Flaker/GEM Pearl Series</b> <ul style="list-style-type: none"> <li>3-year parts &amp; labor</li> <li>5-year parts on the compressor</li> <li>Includes RGA remote condensers</li> </ul>
<b>CD Series Hotel Dispensers</b> <ul style="list-style-type: none"> <li>3-year parts &amp; labor</li> </ul>	<b>Gourmet Cube</b> <ul style="list-style-type: none"> <li>UCG Series – 3-year parts &amp; labor</li> </ul>	<b>GEMD Dispensers</b> <ul style="list-style-type: none"> <li>2-year parts &amp; labor</li> <li>5-year parts on the compressor</li> </ul>
<b>CIM Series Cuber</b> <ul style="list-style-type: none"> <li>3-year parts &amp; labor</li> <li>5-year parts on evaporators &amp; compressors</li> <li>7-year parts &amp; labor on evaporators with IOM filter program (USA &amp; Canada Only)</li> <li>Includes RCA remote condensers</li> </ul>	<b>ICE Series Cuber</b> <ul style="list-style-type: none"> <li>3-year parts &amp; labor</li> <li>5-year parts on evaporators &amp; compressors</li> <li>7-year parts &amp; labor on evaporators with IOM filter program (USA &amp; Canada Only)</li> <li>Includes RCA remote condensers</li> </ul>	<b>IOD Series Dispensers</b> <ul style="list-style-type: none"> <li>2 years parts</li> <li>1 year labor</li> </ul>
<b>Remote Condensers</b> <ul style="list-style-type: none"> <li>3-year parts &amp; labor</li> </ul>	<b>Storage Bins</b> <ul style="list-style-type: none"> <li>2-year parts &amp; labor</li> </ul>	<b>Replacement parts</b> <ul style="list-style-type: none"> <li>90 days</li> </ul>

**Residential Applications** - All units that are installed in a residential setting within 24 months from the date shipped from the factory (ice-O-Matic) are covered by a 1-year parts and labor warranty. However, it is essential that residential customers provide proof of installation by a certified refrigeration technician. This requirement does not extend to plumbers, electricians, or contractors who do not possess a refrigeration handling certificate. Please note that the warranty can be voided if the machine is not installed by a certified refrigeration technician. Please note that this warranty coverage applies only to residential applications within the United States. Residential applications outside the United States are not covered under this warranty.

Additionally, any warranty repair on a GEMU090 unit must be pre-approved, the unit can be taken to an Ice-O-Matic service provider for service.

The ICE Series and CIM Series ice machines registered in the Water Filter Extended Warranty Program will receive a total of eighty-four (84) months of parts and labor coverage on the evaporator plate from the date of original installation. To maintain this extended warranty, water filters must be installed at the time of ice machine installation and registered with the Company. Additionally, water filter cartridges must be changed every six months in accordance with the IOM filter program, and this change must be reported to the Company.

The Company's obligation under this warranty is limited to the repair or replacement of parts, components, or assemblies that are deemed defective by the Company. This warranty further covers the cost of parts, components, or assemblies and standard straight time labor charges at the servicing location. The warranty shall not apply to any part or assembly which (I) has been subject to an alteration or accident; (II) was used in any way which, in the Company's opinion, adversely affects the machine's performance; (III) is from a machine on which the serial number has been altered or removed; (IV) uses any replacement part not authorized by the Company; or (V) harm was caused to the unit by improper use of cleaners/sanitizers or by use of RO water that does not have a neutral pH. This warranty does not apply to destruction or damage caused by unauthorized service, using other than Ice-O-Matic authorized replacements, risks of transportation, damage resulting from adverse environmental or water conditions, accidents, misuse, abuse, improper drainage, interruption in the electrical or water supply, charges related to the replacement of non-defective parts or components, damage by fire, flood, or acts of God.

The installation and service covered under this warranty must be performed by a Company authorized service representative or a refrigeration service agency as qualified by the Company and must follow the Company's specifications. The Company reserves the right to decline claims made for ice machines or bins no longer installed in their original location. The Limited Warranty does not cover normal maintenance, adjustments, cleaning/sanitizing, coverage of purchased ice due to equipment failures. All warranty labor will be covered at the standard time. Any service requested outside of a servicer's normal working hours including weekends and any additional overtime will be the responsibility of the equipment purchaser unless a pre-authorization number is provided by Ice-O-Matic. All evaporator repairs must be pre-approved by providing clear pictures of the front and back of the evaporator plate (without water). For all compressor repairs, a picture of the defective compressor's serial number must be submitted before the claim is processed.

The company will replace EXW (Incoterms 2010) the Company plant or EXW (Incoterms 2010) the Company-authorized distributor, without cost to the Customer, that part of any such machine that becomes defective. In the event that the Electronic Registration or Warranty Registration Card indicating the installation date has not been returned to Ice-O-Matic, the warranty period will begin on the date of shipment from Ice-O-Matic. Regardless of the actual installation date, the product will be warranted for a maximum of seventy-two (72) months from date of shipment from the Ice-O-Matic (72 months is 3 years parts and labor, 5 years for evaporators & compressors. 1 year period to register the unit from the date the unit shipped from Ice-O-Matic factory)

### Filing a Claim

All claims for reimbursement must be received at the factory within 60 days from the date of service to be eligible for credit. All claims outside this period will be void. The model, the serial number and, if necessary, proof of installation, must be included in the claim. Claims for labor to replace defective parts must be included with the part claim to receive consideration. Payment on claims for labor will be limited to the published labor time allowance hours in effect at the time of repair. The Company may elect to request the return of components to validate a claim. Any defective part returned must be shipped to the Company or to a Company-authorized distributor, transportation charges pre-paid, and properly sealed and tagged. The Company does not assume any responsibility for any expenses incurred in the field incidental to the repair of equipment covered by this warranty. The decision of the Company with respect to repair or replacement of a part shall be final. No person is authorized to give any other warranties or to assume any other liability on the Company's behalf unless done in writing by an officer of the Company.

### Limitation of Warranty

The liability of the Company for breach of this warranty shall, in any case, be limited to the cost of a new part to replace any part which proves to be defective. The Company makes no representations or warranties of any character as to accessories or auxiliary equipment not manufactured by the Company. **REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS WARRANTY IS THE EXCLUSIVE REMEDY OF THE CUSTOMER. MILE HIGH EQUIPMENT SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ON THIS PRODUCT. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THIS PRODUCT IS LIMITED IN DURATION TO THE LENGTH OF THIS WARRANTY.**

### GOVERNING LAW

This Limited Warranty shall be governed by the laws of the state of Delaware, U.S.A., 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.