

## 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>1 year parts (excluding cartridges on water filters)</li> </ul>	<b>GEMU090</b> <ul style="list-style-type: none"> <li>2 year parts &amp; labor</li> </ul>	<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 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>2 year parts &amp; labor</li> </ul>	<b>O<sub>3</sub>-Matic</b> <ul style="list-style-type: none"> <li>1 year parts on head unit; 90 days parts on replacement cartridge</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 remote condensers</li> </ul>	<b>HIS Series Cuber and CIU050/070/090 Series Cuber</b> <ul style="list-style-type: none"> <li>2 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>EF Flaker Series</b> <ul style="list-style-type: none"> <li>2 year parts &amp; labor</li> <li>5 year parts on the compressor</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 remote condensers</li> </ul>	<b>Undercounter Flakers</b> <ul style="list-style-type: none"> <li>2 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>IOD Series Dispensers</b> <ul style="list-style-type: none"> <li>2 years parts</li> <li>1 year labor</li> </ul>	

Units installed in residential applications (United States only) will be warranted for a period of 1 year parts & labor from the date of original installation, regardless of the model. If the unit was not installed by a qualified refrigeration technician, then the diagnostic call for the first warranty repair will not be covered. Residential applications outside the United States are not covered under warranty.

The company will charge a product support fee for units sold internationally by domestic dealers/distributors. If a warranty claim is made on a unit sold internationally by a U.S. partner and the product support fee was not paid, then no warranty claims will be paid.

ICE Series ice machines which are registered in the Water Filter Extended Warranty Program will receive a total of eighty-four (84) months parts and labor coverage on the evaporator plate from the date of original installation. Water filters must be installed at the time of ice machine installation and registered with the Company at that time. Water filter cartridges must be changed every six (6) months in accordance with the IOM filter program, and that change must be reported to the Company to maintain the extended evaporator warranty.

The obligation of the Company under this warranty is limited to the repair or replacement of parts, components, or assemblies that in the opinion of the Company are defective. This warranty is further limited to 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.

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 be in compliance with the Company's specifications. The Company reserves the right to decline claims made for ice machines or bins no longer installed in original location. The Limited Warranty does not cover normal maintenance, adjustments, cleaning/sanitizing, coverage of purchased ice due to equipment failures, overtime/weekend charges, or trip/mileage charges beyond standard allowances.

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 the Company. 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 Company.

### Filing a Claim

All claims for reimbursement **must be received at the factory within 60 days from date of service** to be eligible for credit. **All claims outside this time 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 require 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.