



## TRAULSEN/KAIRAK EQUIPMENT WARRANTY

### U.S. Domestic Warranty



#### SIX-YEAR PARTS AND LABOR WARRANTY

FEG Refrigeration, a division of ITW Food Equipment Group LLC d/b/a Traulsen (“Traulsen”) warrants to the original end user (the “Owner”) of the Equipment (as defined below) that Traulsen will convey the Equipment free and clear of all liens, security interests, and encumbrances created by, through or under Traulsen. Traulsen further warrants to the Owner that for a period of six (6) years from the later of either (a) the date of delivery to the common carrier by Traulsen, or (b) the date of initial installation (the “Domestic Warranty Period”) (provided that in no event shall the Domestic Warranty Period commence later than three (3) months from the date of delivery to the common carrier by Traulsen unless otherwise agreed upon by the parties in writing), under normal use and given proper installation and maintenance as determined by Traulsen, the Equipment: (a) will conform to the written specifications as provided by Traulsen (“Specifications”) and (b) will be free from substantial defects in material and workmanship. “Equipment” means serialized units of refrigeration equipment sold by Traulsen and branded as “Traulsen”, “Kairak” or “Centerline by Traulsen”. “Equipment” does not include, Air Curtains, equipment for export, spare parts, component parts, replacement parts, service parts, products not branded as Traulsen, Kairak or Centerline by Traulsen, products sold by Traulsen that are expressly subject to a different warranty and/or warranty period,- and other products whose product documentation reference a different warranty policy and/or exclude this Warranty policy (collectively, the “Excluded Products”).

#### SEVEN-YEAR COMPRESSOR WARRANTY

The warranty period for compressors (the “Compressor Warranty Period”) shall extend for an additional one (1) year beyond the Domestic Warranty Period. In the case of a nonconforming compressor, Traulsen shall provide a single replacement compressor; however, all installation, recharging, and repair costs shall be the responsibility of the Owner. For Equipment purchased for use with a condenser provided by a third-party, the six-year parts and labor warranty will apply only to those components contained within the Equipment to the point of connection of the refrigeration lines leading to the third-party condenser.

#### LIFETIME CAM-LIFT HINGE AND WORKFLOW HANDLE WARRANTY

Traulsen warrants to the Owner for the life of the Equipment (the “Cam-Lift Lifetime Warranty Period”) that the housing of cam-lift hinges and workflow handles will be free from substantial defects. In the case of nonconforming housing for a cam-lift hinge or workflow handle during the Cam-Lift Lifetime Warranty Period, Traulsen shall provide a replacement part; however, Owner shall be responsible for any other replacement costs, including but not limited to, installation and labor.

#### TRAULSEN SMARTCONNECT™ ONE-YEAR HARDWARE PARTS-ONLY WARRANTY

Notwithstanding the above, for Equipment with Traulsen SmartConnect™ hardware included, the Domestic Warranty Period for all hardware components related to the SmartConnect™ system (the “SmartConnect™ Hardware Components”) is one (1) year from the start of the Domestic Warranty Period, and notwithstanding the “Sole Remedies” section below, Owner’s sole and exclusive remedy, and Traulsen’s sole and exclusive obligation, for any warranty breach with respect to the SmartConnect™ Hardware Components, is for Traulsen will, at Traulsen’s option, repair or replace the defective parts (exclusive of any labor to diagnose or replace such defective parts or perform any repairs of the Equipment). Issues related to Owner’s network, such as connectivity problems, network configuration errors, and external network failures, are not covered by this Warranty. Traulsen is not responsible for troubleshooting or resolving network-related issues that affect the performance of the SmartConnect™ Hardware Components or any aspect of the SmartConnect™ system.

#### TBC AND CLBC MODELS - EVAPORATOR COIL WARRANTY

Notwithstanding the above, for TBC and CLBC models of the Equipment, the Domestic Warranty Period for the evaporator coils (the “TBC/CLBC Evaporator Coils”) is three (3) years from the start of the Domestic Warranty Period.

#### STOCKING PERIOD

For Equipment distributed by stocking dealers, the Domestic Warranty Period may commence as late as 12 months (instead of the 3 months specified above) after the date of delivery to the common carrier by Traulsen to such stocking dealer for Designated Models (as defined below) so long as the Equipment’s warranty registration was properly registered by the Owner (or the dealer it purchased the Equipment from) within 60 days from the Owner’s documented date of purchase. “Designated Models” means Equipment branded as “Centerline by Traulsen” or “Centerline” and all Equipment branded as G Series, UHT/ULT Series, or UPT/UST Series, excluding all unique models designated for chain customers.

#### WHAT IS NOT COVERED BY THIS WARRANTY

Traulsen’s responsibility under this Warranty is subject to the additional limits below:

- **No Consequential Damages.** Traulsen is not liable for loss of product or loss of profit, or any special, indirect, or consequential damages including, but not limited to, loss or damage resulting from the loss of product, whether or not due to refrigeration failure and whether or not Traulsen has been notified of the possibility of such damages.
- **Consumable Components or Ordinary Wear Items.** This Warranty excludes all consumable components and ordinary wear items within the Equipment, such as but not limited to components that are removable without the use of tools, gaskets, shelf pins, and light bulbs. All Excluded Products sold separately are also excluded.
- **Non-OEM Parts.** Any use of non-OEM parts or parts not supplied by Traulsen or specified by Traulsen in the Operator’s Manual on the Traulsen website (such as but not limited to EZ-Clean™ gaskets, sensors, controls, etc.) shall automatically void this Warranty with respect to such parts and any damage, defect or wear caused by such parts.
- **Specified Causes.** This Warranty does not cover any damage, defect or wear resulting from fire, water, burglary, accident, abuse, misuse, abrasive materials, exposure to harsh chemicals, use of unapproved cleaning agents, chemicals and/or methods, lack of preventive maintenance, transit, acts of God, terrorism, power surges, improper installation, or repairs or installation by unqualified third parties, or improper modifications outside published parameters or modifications implemented outside of the direction of Traulsen tech support. All warranty claims made outside of the Domestic Warranty Period, Compressor Warranty Period or Cam-Lift Lifetime Warranty Period, as applicable, are expressly excluded from this Warranty.

# TRAULSEN/KAIRAK EQUIPMENT WARRANTY

## U.S. Domestic Warranty (cont'd.)

- **Specified Uses.** The Equipment is intended only for commercial use in conditioned spaces and shall not be used by residences, consumers, or households or in any non-commercial application or in any non-conditioned spaces. This Warranty does not apply to, and shall not cover, any Equipment that is installed or used in any way in any residential, consumer or non-commercial application. No warranties, express or implied, are provided to any residential, consumer or non-commercial purchaser or owner of the Equipment.
- **Owner's Use.** The Owner is solely responsible for determining if Equipment is fit for a particular purpose and suitable for Owner's application. Accordingly, and due to the nature and manner of the Equipment, Traulsen is not responsible for the results or consequences of any use, misuse, or application of its Equipment.

### SOLE REMEDIES

In the event of a breach of the warranties set forth above, Traulsen will, at Traulsen's option, and as Owner's sole and exclusive remedy and Traulsen's sole and exclusive obligation, repair (including labor costs), refund or replace any nonconforming Equipment, provided that:

- Traulsen is promptly notified during the Domestic Warranty Period, Compressor Warranty Period or Cam-Lift Lifetime Warranty Period, as applicable, in writing upon discovery of the nonconformance with a detailed explanation of any alleged deficiencies;
- Traulsen is given a reasonable opportunity to investigate all claims;
- Traulsen's examination of any alleged defective part confirms such alleged deficiencies and that the deficiencies were not caused by misuse, neglect improper installation, improper repair, improper alteration or improper testing; AND
- In the case of a nonconforming part, Owner must return the part to Traulsen within 30 days from the date of repair. Failure to return a claimed defective part to Traulsen within the 30 days will waive the right to the warranty claim.

THIS DOMESTIC WARRANTY SETS FORTH THE EXTENT OF TRAUlsen'S LIABILITY FOR SALES WITHIN THE UNITED STATES. NO EQUIPMENT MAY BE RETURNED TO TRAUlsen WITHOUT TRAUlsen'S PRIOR WRITTEN APPROVAL. EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS WARRANTY STATEMENT, TRAUlsen MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE). IN NO EVENT WILL TRAUlsen'S LIABILITY IN CONNECTION WITH THIS WARRANTY OR THE SALE OF THE EQUIPMENT EXCEED THE PURCHASE PRICE OF THE EQUIPMENT AS TO WHICH THE CLAIM IS MADE.

**This warranty only applies to units shipped from Traulsen's manufacturing facilities on or after January 1, 2023.**

To report a warranty claim, please email [service@traulsen.com](mailto:service@traulsen.com) or call 1.800.825.8220 and include the model and serial number of the affected unit. All service for warranty claims must be dispatched by Traulsen. Traulsen reserves the right to refuse warranty claims for warranty service conducted by unauthorized third-party providers.

## Export Warranty

For sales of Traulsen refrigeration equipment ("Equipment") outside of the United States, Traulsen warrants to the original purchaser of the Equipment ("Purchaser") that Traulsen will convey the Equipment free and clear of all liens, security interests and encumbrances created by, through or under Traulsen. Traulsen further warrants that for a period of one (1) year from the date of delivery to the common carrier (the "Export Warranty Period") unless otherwise agreed upon by the parties in writing, under normal use and given proper installation and maintenance as determined by Traulsen, the Equipment: (a) will conform to the Specifications as provided by Traulsen; and (b) will be free from substantial defects in material and workmanship. It is the end user's responsibility to arrange for the export shipping.

The Export Warranty does not apply to: (a) consumable components or ordinary wear items; (b) components that are removable without the use of tools including but not limited to gaskets, shelf pins, and light bulbs; (c) use of the Equipment components or parts not supplied by Traulsen or specified in the Operator's Manual as set forth on Traulsen's website; or (d) damage resulting from fire, water, burglary, accident, abuse, misuse, transit, acts of God, terrorism, power surges, improper installation, or repairs or installation by unauthorized third parties. Additionally, the Equipment is intended only for commercial use and should not be used by consumers or households or in any non-commercial application. This Export Warranty does not apply to, and shall not cover, any Equipment that is installed or used in any way in any residential or non-commercial application. No warranties, express or implied, are provided to any residential, consumer or non-commercial purchaser or owner of the Equipment.

For Traulsen units purchased with a condenser provided by a third-party other than Traulsen, this standard Export Warranty will apply only to those components contained within the unit to the point of connection of the refrigeration lines leading to the to the third-party condenser.

In the event of a breach of the warranties set forth above (the "Export Warranty"), Traulsen will, at Traulsen's option and as Purchaser's sole remedy, refund or replace any non-conforming Equipment, but not including labor, freight, export costs, packaging costs or any other costs beyond the replacement part, component or product, provided that (a) during the Export Warranty Period Traulsen is promptly notified in writing upon discovery of such nonconformance with a detailed explanation of any alleged deficiencies; (b) Traulsen is given a reasonable opportunity to investigate all claims; and (c) Traulsen's examination of such piece of Equipment defective part confirms the alleged nonconformity and that the nonconformities were not caused by misuse, neglect, improper installation, unauthorized alteration or repair or improper testing. Traulsen reserves the right to, at its request, require Purchaser shall ship the alleged defective part to Traulsen for inspection and confirmation of defect. No Equipment may be returned without Traulsen's approval.

Purchaser is solely responsible for determining if Equipment is fit for a particular purpose and suitable for Purchaser's application. Accordingly and due to the nature and manner of Traulsen's Equipment, Traulsen is not responsible for the results or consequences of use, misuse, or application of its Equipment.

THIS EXPORT WARRANTY SETS FORTH THE EXTENT OF TRAUlsen'S LIABILITY FOR SALES OUTSIDE THE UNITED STATES. EXCEPT AS SET FORTH ABOVE, TRAUlsen MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE). IN NO EVENT WILL TRAUlsen'S LIABILITY IN CONNECTION WITH THE AGREEMENT OR SALE OF THE EQUIPMENT EXCEED THE PURCHASE PRICE OF THE EQUIPMENT AS TO WHICH THE CLAIM IS MADE. IN NO EVENT SHALL TRAUlsen BE LIABLE FOR ANY LOSS OF USE, LOSS OF PRODUCT, LOSS OF PROFIT, OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THIS WARRANTY EVEN IF TRAUlsen HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.