



WARRANTY

LIMITED WARRANTY

Keating of Chicago, Inc. ("Keating") warrants to the original purchaser. ("Customer"), all new Keating Fryers, Filter Systems, Griddles, Keep Krisp®, Custom Pasta Systems, Top-Side™ Cookers, Computer Timers, Fryer & Pasta Vessels and Keating replacement parts ("products") installed after June 1, 1994 to be free to defects in material or workmanship, subject to the following terms and conditions.

LENGTH OF WARRANTY

All products other than Fryer & Pasta Vessels and replacement parts shall be warranted for a period of one year from the date of original equipment installation. Keating replacement parts are warranted for a period of ninety days from the date of installation. Fryer & Pasta Vessels are warranted as described below.

FRYER & PASTA VESSEL WARRANTY

Fryers purchased after June 1, 1994 carry a prorated vessel warranty on defects in materials or workmanship to the Customer based on the following scale:

<i>Time from Installation Date</i>	<i>Fryer Vessel Warranty Credit</i>
13-60 months	100%
61-72 months	80%
73-84 months	60%
85-96 months	40%
97-108 months	20%
109-120 months	10%

The credit for the defective fryer & pasta vessel shall be applied against the cost of the replacement vessel, utilizing Keating's then current price, upon return of the vessel to Keating, (freight to be paid by Keating within the first 2 months only), only during the first 60 months, subject to the limitations described below.

LIMITATIONS OF LIABILITY

In the event of warranty claim or otherwise, the sole obligation of Keating shall be the repair and / or replacement at the option of Keating of the product or component or part thereof. Such repair or replacement shall be at the expense of Keating except that the Customer shall pay the following expenses: all freight and labor expense for Keating replacement parts; for all other products, mileage exceeding 50 miles or travel more than one hour, labor costs of more than one person, overtime rates, truck charges, difference between ground and other mode of transportation, and holiday charges. Any repair or replacement under this Limited Warranty does not constitute an extension of the original warranty for any period for the product or for any component or part thereof. Parts to be replaced under this Limited Warranty will be repaired at the option of Keating with new or functionally operative parts. Keep Krisps and Computer Timers must be returned to Keating for warranty repair or replacement. Field repairs of those items are not authorized.

THE LIABILITY OF KEATING ON ANY CLAIM OF ANY KIND, INCLUDING CLAIMS BASED ON WARRANTY, EXPRESSED OR IMPLIED, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORIES SHALL BE SOLELY AND EXCLUSIVELY THE REPAIR OR REPLACEMENT OF THE PRODUCT AS STATED HEREIN, AND SUCH LIABILITY SHALL NOT INCLUDE, AND CUSTOMER SPECIFICALLY RENOUNCES ANY RIGHTS TO RECOVER, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER INJURIES TO PERSONS OR DAMAGE TO PROPERTY, LOSS OF PROFITS OR ANTICIPATED PROFITS, OR LOSS OF USE OF THE PRODUCT.

If any oral statements have been made regarding the Keating products, such statements do not constitute warranties and are not part of the contract sale. This Limited Warranty constitutes the complete, final and exclusive statement with regard to warranties.

THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR WARRANTY AGAINST LATENT DEFECTS.

EXCLUSIONS

The warranties provided by Keating of Chicago, Inc. do not apply in the following instances:

1. Defects arising out of or resulting from improper installation or maintenance, abuse, misuse, modification or alteration by unauthorized service personnel, or any other condition not attributable to a defect in material or workmanship. Proper installation and maintenance are the responsibility of the installer and Customer, respectively. Proper installation and maintenance procedures are prescribed by the Keating Service Manual.
2. In the event that the product was damaged after leaving the factory due to flood, fire, other acts of God or accident, damage during shipment should be reported to the carrier and is not the responsibility of Keating.
3. In the event the serial number or rating plate has been removed from the product or altered.
4. On parts which would normally be worn or replaced under normal conditions, including but not limited to electric bulbs, fuses, interior and exterior finishes, gaskets and radiants.
5. With regard to adjustments and calibrations such as leveling, tightening of fasteners or plumbing connections, improper gas pressure or improper electrical supply, the checking of and changes in adjustment and calibrations are the responsibility of the installer. Proper installation procedures are prescribed by the Keating Service Manual.
6. In the event of unauthorized repairs or alterations to the Keating product.
7. With the use of sodium chloride in pasta vessels or harsh chemicals in fryer or pasta vessels.
8. Installation in Household.

OTHER TERMS AND CONDITIONS

The Customer must provide proof of purchase from Keating.

This Limited Warranty is valid in the 50 United States, its territories, and Canada, and is void elsewhere.

Keating products are sold for commercial use only. If any Keating product is sold as a component of another product or used as a consumer product, such Keating product is sold As Is without any warranty.

If any provision of this Limited Warranty is held to be unenforceable under the law of any jurisdiction, such provision shall be inapplicable in such jurisdiction, and the remainder of the warranty shall remain unaffected. Further in such event, the maximum exclusion or limitation allowable under applicable law shall be deemed substituted for the unenforceable provision.

This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Illinois.

TO SECURE WARRANTY SERVICE

All repair services under this Limited Warranty must be authorized by Keating or performed at Keating. Authorization may be obtained by calling 1-800-KEATING within the Continental United States, Alaska, Hawaii, Puerto Rico and Canada during normal business hours (8 a.m. through 5 p.m. Central Time, Monday through Friday). When calling, please have the following information available: (1) name, address and telephone number of the Customer; (2) location of product, if different; (3) name, model number and serial number of the product; (4) installation date; and (5) description of defect. Keating will then issue a service authorization work order number to one of its approved independent servicing organizations, or request the product or part be shipped to Keating for repair or replacement, as appropriate. Any defective part subject to a claim under this Limited Warranty must be shipped freight prepaid to Keating for testing and examination. Keating's decision as to the cause and nature of any defect under this Limited Warranty shall be final.