

Limited Warranty

The following shall constitute the sole warranty of SCHOTT Gemtron Corporation Food Display, having its principal place of business at Madisonville, Kentucky, U.S.A., (hereinafter "SCHOTT Gemtron"), regarding the distribution of our products (referred to herein as "Product" or "Products").

1. **Product Warranty.** SCHOTT Gemtron warrants its products against defects in workmanship and materials for a period of fifteen months from the date of shipment. In addition, SCHOTT Gemtron warrants its insulating glass or replacements of same against condensation between the glass panes for a period of ten years from the date of shipment of the original Product subject to this Warranty.

2. Any repair or replacement of the Product after the expiration of this warranty will be charged to Customer's account if it is done by SCHOTT Gemtron at Customer's request, and SCHOTT Gemtron will charge its costs and expenses incurred therefor to Customer in accordance with requirements to be separately provided by SCHOTT Gemtron.

For any product covered by this warranty, SCHOTT Gemtron will pay all necessary parts and reasonable labor charges for any authorized replacement of product components FOB Madisonville Kentucky for 15 months.

3. **Exemptions from Warranty.** Notwithstanding the foregoing, the obligations of SCHOTT Gemtron provided herein shall not apply to any of defects resulting from the following, and SCHOTT Gemtron shall not honor any warranty claim if the defect, damage or malfunction is attributable to:

- a. Any failure caused by surrounding equipment installed in conjunction with the Product.
- b. Any failure caused by the method of installation.
- c. Any failure in observing the handling requirements, warnings, or other notices in the Specifications or in similar documents;
- d. War, riots, destruction, fire, explosion, earthquake, typhoons, cyclone, hurricanes, tornadoes, volcanic action, floods, tidal waves, lightning, indirect lightning strike, any land subsidence or landslide
- e. Any vandalism or other human intervention.
- f. Any connection with another manufacturer's components, unless approved by SCHOTT Gemtron.
- g. Any abuse, misuse, or negligent acts.
- h. Any other defect that does not fall under SCHOTT Gemtron's responsibility.
- i. Any phenomena that cannot be prevented with the technology available for practical use at the time of this Agreement.

4. **Minor Defects.** SCHOTT Gemtron does not warrant against any defects that do not affect the basic performance and operation or the structure and mechanical strength of the Product, including, but not limited to, any external scratch, stain, natural mechanical wearing, corrosion, mold, deterioration or discoloration.

5. **Scope of Warranty.**

- a. This warranty shall apply only so long as the module is owned by the first retail purchaser of products.
- b. SCHOTT Gemtron's maximum liability under this limited warranty is limited to the price of the Product sold to Customer by SCHOTT Gemtron.
- c. SCHOTT Gemtron is not responsible for any costs, directly or indirectly, related to installation, removal, transportation or re-installation of the Product covered under this limited warranty.
- d. In the event SCHOTT Gemtron replaces a part under this Warranty, the original terms and conditions shall apply to such replacement and to any remaining original Product.

6. **Breakage/Product Handling.**

SCHOTT GEMTRON ASSUMES NO RESPONSIBILITY FOR GLASS BREAKAGE.

NOTE: THIS WARRANTY IS VOID IF THE PRODUCT IS DAMAGED IN HANDLING OR INSTALLATION OR THE PRODUCT IS BROKEN.

7. **Others.** Except as provided herein, there is no warranty that the Product shall be merchantable or fit for any particular purpose, nor is there any other warranty, express or implied, concerning the Product. All of SCHOTT Gemtron's remedies provided hereunder for the defective Product shall be limited to the warranty provided herein. SCHOTT Gemtron shall not be liable for any incidental or consequential damages arising from any defects of the Product.

In the event that the contents of this warranty are different from any preprinted Terms of Sale, whether those of SCHOTT Gemtron or of the Customer, the provisions set forth herein shall take precedence.

For more information please contact

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