

LIMITED WARRANTY FOR HENNY PENNY EQUIPMENT

Subject to the following conditions, Henny Penny Corporation makes the following limited warranties to the original purchaser only for Henny Penny appliances and replacement parts:

NEW EQUIPMENT: Any part of a new appliance, except baskets, lamps, and fuses, which proves to be defective in material or workmanship within two (2) years from date of original installation, will be repaired or replaced without charge F.O.B. factory, Eaton, Ohio, or F.O.B. authorized distributor. Baskets will be repaired or replaced for ninety (90) days from date of original installation. Lamps and fuses are not covered under this Limited Warranty. To validate this warranty, the registration card for the appliance must be mailed to Henny Penny within ten (10) days after installation.

FILTER SYSTEM: Failure of any parts within a fryer filter system caused by the use of the non-OEM filters or other unapproved filters is not covered under this Limited Warranty.

REPLACEMENT PARTS: Any appliance replacement part, except lamps and fuses, which proves to be defective in material or workmanship within ninety (90) days from date of original installation will be repaired or replaced without charge F.O.B. factory, Eaton, Ohio, or F.O.B. authorized distributor.

The warranty for new equipment covers the repair or replacement of the defective part and includes labor charges and maximum mileage charges of 200 miles round trip for a period of one (1) year from the date of original installation.

The warranty for replacement parts covers only the repair or replacement of the defective part and does not include any labor charges for the removal and installation of any parts, travel, or other expenses incidental to the repair or replacement of a part.

EXTENDED FRYPOT WARRANTY: Henny Penny will replace any frypot that fails due to manufacturing or workmanship issues for a period of up to seven (7) years from date of manufacture. This warranty shall not cover any frypot that fails due to any misuse or abuse, such as heating of the frypot without shortening.

0 TO 3 YEARS: During this time, any frypot that fails due to manufacturing or workmanship issues will be replaced at no charge for parts, labor, or freight. Henny Penny will either install a new frypot at no cost or provide a new or reconditioned replacement fryer at no cost.

3 TO 7 YEARS: During this time, any frypot that fails due to manufacturing or workmanship issues will be replaced at no charge for the frypot only. Any freight charges and labor costs to install the new frypot as well as the cost of any other parts replaced, such as insulation, thermal sensors, high limits, fittings, and hardware, will be the responsibility of the owner.

Any claim must be presented to either Henny Penny or the distributor from whom the appliance was purchased. No allowance will be granted for repairs made by anyone else without Henny Penny's written consent. If damage occurs during shipping, notify the sender at once so that a claim may be filed.

THE ABOVE LIMITED WARRANTY SETS FORTH THE SOLE REMEDY AGAINST HENNY PENNY FOR ANY BREACH OF WARRANTY OR OTHER TERM. BUYER AGREES THAT NO OTHER REMEDY (INCLUDING CLAIMS FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES) SHALL BE AVAILABLE.

The above limited warranty does not apply (a) to damage resulting from accident, alteration, misuse, or abuse; (b) if the equipment's serial number is removed or defaced; or (c) for lamps and fuses. THE ABOVE LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS, AND ALL OTHER WARRANTIES ARE EXCLUDED. HENNY PENNY NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY.