

Limited Product Warranty

Product Holding Unit

(1 year parts and labor)

DUKE MANUFACTURING CO. (referred to herein as Duke) warrants to the original end-user purchaser that, subject to the limitations and restrictions set forth below, a Product Holding Unit ("PHU") shall be free from defects in material and workmanship for a period of one year (the "Warranty Period"), commencing on the earlier of the date of installation of the PHU or six months after its date of shipment from Duke's factory. During the Warranty Period, Duke will bear the labor cost and parts expense to repair any defects in material and workmanship in a PHU. Any labor and parts expenses incurred after expiration of the Warranty Period shall be the responsibility of the party requesting the services and Duke fully disclaims any responsibility or liability for such expenses.

The following limitations or restrictions apply:

The labor warranty is limited to round-trip travel, portal to portal, not to exceed either (a) 100 miles (160 km) round-trip or (b) two hours travel time. Only Duke Factory Authorized Service Companies or their agents (a "DFASC") may perform warranty work. All warranty labor must be performed during regular business hours, unless authorized in advance by Duke or authorized and paid by the end-user purchaser. Overtime premiums, including for work performed outside normal business hours, or on holidays or weekends, will be charged to the party requesting services. Only genuine Duke OEM Parts may be used for warranty repairs. Consumable parts and items, such as; covers/lids, trivets, cables and pans are not included in the warranty.

The warranty does not cover repairs to the PHU which result from: (a) abuse, misuse, handling or exposure to harsh chemicals; (b) flood, fire or other acts of God; (c) the lack of proper cleaning or the lack of performance of routine maintenance activities as set forth in the Owner's Manual; and (d) failure of the unit to be installed in compliance with the installation parameters set forth in the Owner's Manual. Removal of the identification rating plate voids the warranty, as does operation at incorrect voltage or unauthorized modifications made to a PHU by any party. Adjustments, such as leveling, calibration or tightening of fasteners, normally associated with installation of the unit and related to plumbing, electrical or gas connections are the responsibility of the installer. Damages incurred or suffered resulting from or in connection with repairs made to the unit by any entity not specifically authorized to do so by Duke, are not the responsibility of Duke.

In the event that a DFASC is dispatched to perform warranty work and Duke determines at the time the work is to be performed or later that the work is not covered by the warranty, then Duke shall not be responsible for paying the DFASC for such work, and the party that requested the work shall be responsible for payment.

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