

MANUFACTURER'S LIMITED PARTS and LABOR WARRANTY

BlueIce UI series Ice Machine: BLUI-150A, 250A BlueIce MI series Ice Machine: BLMI-300A, 500A

BlueIce warrants to the original purchaser-user, that the UI & MI series commercial ice machine of its manufacture bearing the name BlueIce, will be free from defects in material and/or workmanship. Blue Ice further warrants that these machines will perform adequately under normal use if properly installed and maintained in accordance with the Manual furnished with the product.

Proper warranty registration must be completed within fifteen(15) days of the original installation date to validate the product warranty. In the event that proper registration has not been completed, the warranty shall begin from the factory ship date or the end user purchased date, whichever is available. The owner/user is responsible to provide valid proof of installation if the unit is installed more than 180 days from the current registration start date. Regardless of the actual installation date, the warranty start date shall not exceed twenty-four (24) months from the factory ship date.

WHAT IS COVERED

- Parts for a period of three (3) years.
- Labor for a period of two (2) years.
- Compressor and evaporator for five (5) years

BlueIce's Obligation: The obligation of BlueIce under this warranty is limited to the repair or replacement of parts, components, or assemblies that in the sole opinion of the BlueIce are defective. This warranty is further limited to the cost of parts, components or assemblies and standard straight time labor charges (excluding the compressor warranty) at the servicing location. Time and hourly rate schedules, as published from time to time by the BlueIce, apply to all service procedures. Additional expenses including without limitation, travel time, overtime premium, material cost, accessing or removal of the BlueIce Ice Machine, or shipping are the responsibility of the purchaser, along with all maintenance, adjustments, cleaning, and ice purchases. The labor warranty shall include standard straight time labor charges at the product location only and shall exclude charges for travel time, mileage or other premium charges. Any labor service required to fulfill the warranty obligation must be performed by a refrigeration service qualified and accepted by BlueIce and/or the local BlueIce's distributor. The BlueIce's liability under this warranty shall in no event be greater than the actual purchase price paid by purchaser for the BlueIce Ice Machine. Warranty is valid in United States, Canada, and U.S. territories.

EXCLUSIONS FROM COVERAGE • Repair or replacement of parts required because of misuse, improper care or storage, negligence, alteration, use of incompatible supplies or lack of specified maintenance shall be excluded. • Normal maintenance items. • Failures caused by improper or erratic voltages, adverse environmental or water conditions, improper drainage, interruption in electrical or water supply. • Improper or unauthorized repair. • Any BlueIce Ice Machine that has been installed and/or maintained inconsistent with the instructions provided by the BlueIce. • Parts subject to damage beyond the control of BlueIce, or to BlueIce Ice Machines which have been subject to accidents, damage in shipment, fire, floods, other hazards or acts of God that are beyond the control of the BlueIce. • This Limited Warranty shall not apply if the BlueIce Ice Machine's refrigeration system is modified with a condenser, heat reclaim device, or parts and assemblies other than those manufactured by the BlueIce, unless the BlueIce approves these modifications for specific locations in writing prior to the commencement of such modification.

<u>LIMITATIONS OF LIABILITY</u> The preceding paragraphs set forth the exclusive remedy for all claims based on failure of, or defect in, Bluelce Ice Machines sold hereunder, whether the failure or defect arises before or during the warranty period, and whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence), strict liability, implied by statute, common-law or otherwise, and Bluelce and agents shall not be liable for any claims for personal injuries or consequential damages or loss, howsoever caused. Upon the expiration of the warranty period, all such liability shall terminate. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY, BLUEICE DOES NOT WARRANT ANY PRODUCTS OR SERVICES OF OTHERS

REMEDIES The liability of BlueIce for breach of any warranty obligation hereunder is limited to: (i) the repair or replacement of the BlueIce Ice Machine on which the liability is based, or with respect to services, re-performance of the services; or (ii) at BlueIce's option, the refund of the amount paid for said equipment or services. Any breach by BlueIce with respect to any item or unit of equipment or services shall be deemed a breach with respect to that item or unit or service only.

WARRANTY CLAIM PROCEDURE Customer shall be responsible to: • Complete and return warranty registration card or register on line within fifteen (15) days from the installation date. Complete the following and retain for your records: Distributor/Dealer Model Number and Serial Number Installation Date • All warranty service must be preformed by an approved Bluelce contracted or authorized Service Representative. To schedule a service appointment, please contact your Bluelce's Service department, or local Distributor

The warranty information set forth above shall be governed by and construed in accordance with the laws of the State of CA and, if applicable, the laws of the United States of America. The warranty, as stated, is extended only to the original owner/user and is not assignable to any other owner or user.

Bluelce

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