

LIMITED & GENERAL WARRANTY TERMS

Hill Phoenix, Inc.'s. (hereinafter "Hillphoenix") products are warranted to be free from defects in materials and workmanship under normal use and maintenance for a period of 14 months from date and place of shipment from Hillphoenix (the "Base Warranty Period"), provided that the installation and maintenance of such products have been performed strictly in accordance with Hillphoenix's designated specifications.

Anthony products supplied as original equipment on Hillphoenix products receive Hillphoenix warranty.

All warranty repairs must be approved in advance before services are started. In the event of a qualifying warranty claim, the extent of Hillphoenix's liability under the Warranty is limited to the repair or replacement, at Hillphoenix's option, of any non-conforming products without charge. If required, a new or rebuilt part to replace any defective part will be provided without charge and will be shipped via standard ground freight, with shipping charges being covered by Hillphoenix during the base warranty period. The replacement part is covered under this warranty for the remainder of the applicable Base Warranty Period. In order to be eligible for warranty coverage, customer must: (i) notify Hillphoenix in writing within twenty-four hours upon discovery of a warrant defect, and (ii) comply with the warranty claim procedures provided by Hillphoenix from time to time. These warranty terms are incorporated into and governed by the Hill Phoenix Terms and Conditions of Sale.

This equipment warranty does not include labor or other costs incurred for diagnosing, repairing, removing, installing, shipping, servicing, or handling of either defective parts or replacement parts.

The warranty shall not apply:

1. To any unit or any part thereof which has been subject to an accident, alteration, negligence, misuse or abuse, or which has not been operated in accordance with the manufacturer's recommendations, or in conditions outside of Manufacturer's specifications, or if the serial number of the unit has been altered, defaced, or removed.
2. When the unit, or any part thereof, is damaged by fire, flood, or other act of God.
3. To products that are impaired or damaged due to improper installation.
4. When installation and startup forms are not properly completed or returned within two weeks after startup.
5. If the defective part is not returned to the Manufacturer.
6. To service, maintenance or wear and tear parts (such as lights, starters and ballasts)
7. To cosmetic damage (e.g., scratches, dents, chips, and other damage to appliance finishes), unless such damage results from defects in materials and workmanship and is reported to Hillphoenix within 30 days from date of purchase.
8. To shipping damage
9. To use in a non-commercial application
10. Corrosion, discoloration, oxidation, or rust due to exposure to predisposed corrosive environments/atmospheres or contact with product damaging material/chemicals
11. To service trips where no problem is diagnosed or found in the discretion of Hillphoenix
12. To Removal/reinstallation of product for repair if installed in an inaccessible location
13. To use of non-OEM parts for warrantable repair unless directed by Hillphoenix
14. To repair/service tools/items
15. To service trips to teach customer how to use product
16. To product pick-up or delivery for repair purposes; repairs should take place on the customer's site unless directed by Hillphoenix
17. To misdiagnosis or misrepair, including subsequent labor/component repair or replacement
18. To stolen components
19. To replacement service parts lost or misplaced on arrival by receiving personnel
20. To service events on non-DFR products
21. To excess repair time
22. To excess required consumables charges, at the discretion of Hillphoenix
23. If a service contractor takes longer than 120 days from the date of repair completion to submit a warranty invoice/claim

Examples of non-warrantable situations include, but are not limited to:

- Non-factory electrical connection or component issues
- Product is operated on low or improper voltages
- Use of extension cords to power the product
- Lack of basic preventative maintenance as outlined by product manuals
- Installation into a mobile application
- Failures or symptoms that result from site mechanical or electrical failures

- Loading of food or other content that prevents the product from operating properly
- 'Yellowing' of lighting products

MODIFICATIONS TO GENERAL WARRANTY

The following sets forth certain modifications to the General Warranty for specific products of Manufacturer:

DISPLAY CASE AND SPECIALTY PRODUCTS CLEARVOYANT® LED LIGHTING

The warranty period for Clearvoyant LED lighting components within the Clearvoyant lighting system is five years from date of shipment.

NO WARRANTY FOR NON-STANDARD PRODUCTS

A " Non-Standard Product" is any product that is different in any manner from any Hillphoenix product that has been previously designed and manufactured by Hillphoenix in accordance with its standard specifications. A Non-Standard Product also includes any standard Hillphoenix product that has been specially designed or modified to meet a particular Buyer specification, or that contains any additional or substituted product, part, accessory, equipment, fixture, component or material, or that has been assembled, manufactured, produced, or installed by any method or process, which is different from Hillphoenix' s standard specifications for such product. Hillphoenix expressly disclaims and makes no warranties, express or implied, as to the condition, design, utility, quality, adequacy, or capacity with respect to any standard or Non-Standard Product, including, without limitation, any warranty of merchantability or fitness of such product for a particular purpose or intended use, whether or not such product has been designated by Hillphoenix as a Non-Standard Product. All Non-Standard Products, whether sold separately, or incorporated and/or attached to standard Hillphoenix products, and all services relating to such products, are sold to and accepted by Buyer " as is" and "with all faults" . Without limiting any other provision of this purchase order, Hillphoenix shall have no liability to Buyer for any claim, loss, damage, consequential damages or expenses associated with any Non-Standard Product and/or its use or operation, or any other equipment or property of Buyer caused by or alleged by to be caused by any such product or its use or operation, whether directly, indirectly, incidentally or consequentially, or by any inadequacy thereof or deficiency or defect therein. The foregoing exclusion of warranty cannot be modified or waived except as expressly set forth in a writing signed by an officer of Hillphoenix authorized to make such modification or waiver.

REMEDY LIMITATION/DAMAGES EXCLUSION

THE REMEDY OF REPAIR OR PROVISION OF A REPLACEMENT PART WITHOUT CHARGE SHALL BE THE EXCLUSIVE REMEDY FOR ANY WARRANTY CLAIM HEREUNDER. WITHOUT LIMITING THE FOREGOING, HILLPHOENIX SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, INDIRECT, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT, LABOR COST, LOSS OF REFRIGERANT OR FOOD PRODUCTS.

EXCLUSIVE WARRANTY

THE FOREGOING WARRANTY IS THE EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCTS. ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED. NO IMPLIED WARRANTY SHALL BE DEEMED CREATED BY COURSE OF DEALING OR USAGE OF TRADE. NO OTHER PERSON IS AUTHORIZED TO EXPAND OR CREATE ANY OBLIGATION GREATER THAN OR MORE EXPANSIVE THAN THE WARRANTY PROVIDED HEREIN.

THE ABOVE WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HILLPHOENIX SHALL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO INJURY TO PERSONS OR PROPERTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, HILLPHOENIX'S ENTIRE LIABILITY, AND BUYER'S EXCLUSIVE REMEDY, IN LAW AND EQUITY OR OTHERWISE, WITH RESPECT TO ANY PRODUCTS PROVIDED BY HILLPHOENIX IS SOLELY LIMITED TO THE AMOUNT PAID BY BUYER FOR THE PRODUCTS TO WHICH THE APPLICABLE CLAIM RELATES.

THIS DOCUMENT DOES NOT GOVERN EXTENDED WARRANTIES AND ANY EXTENDED WARRANTIES PROVIDED BY HILLPHOENIX SHALL BE GOVERNED BY A SEPARATE DOCUMENT AGREED UPON BY HILLPHOENIX

Submit warranty claims to: hpx-warranty-wa-invoices@doverfoodretail.com

For warranty service, please

contact Hill Phoenix at:

Phone: 1-833-280-5714