

VENTLESS HIGH-SPEED IMPINGEMENT OVENS

BATCH OVENS (SINGLE AND DOUBLE BATCH), FIRE ARTISAN PIZZA OVEN, HIGH-SPEED CONVEYORS (HhC 1618, HhC 2020, AND HhC 2620)

LIMITED WARRANTY

TurboChef Technologies, LLC ("TurboChef") warrants to you, the purchaser, that under normal use the TurboChef oven you have purchased (the "Equipment") will be free from defects in material and workmanship during the Warranty Period, subject to the terms and conditions set forth herein. The "Warranty Period" is twelve (12) months from the date the Equipment is shipped from TurboChef's U.S. factory or distribution center. This warranty is conditioned upon you promptly notifying TurboChef of any claims, as provided in the paragraph entitled "Warranty Claims" below, and providing TurboChef with all data and information requested by TurboChef or its service agents in connection with such claims, as well as all necessary access to your premises and the Equipment. This warranty is made only to the initial purchaser of the Equipment from TurboChef or its authorized dealer; it is not assignable to subsequent purchasers unless TurboChef consents to such assignment in writing.

DISCLAIMER OF WARRANTIES

Except as provided in the Limited Warranty above, the Equipment is provided "as-is". TurboChef disclaims all other warranties, express, statutory or implied, including, without limitation, the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose. TurboChef does not warrant that the Equipment will meet your specifications or needs. You acknowledge that you are solely responsible for the selection of the Equipment and for determining the suitability of the Equipment for your needs.

WARRANTY EXCLUSIONS

- **Improper Installation, Operation or Maintenance:** Equipment that is not installed, operated and maintained in accordance with the oven owner's manual (as may be updated by TurboChef from time to time, the "Manual"), a copy of which is provided to you with the Equipment or otherwise will be furnished to you upon request, is excluded from this warranty. This warranty does not apply to damage or failure which results, in TurboChef's or its service agent's sole opinion, from failure to provide a suitable installation and operating environment (including power and HVAC) and facilities as prescribed by the Manual, misuse, abuse, accident, neglect, power failure or power surges (over or under voltage), or to damage or failure from flood, fire, lightning or other natural or man-made disasters, or other Acts of God, or to Equipment that has missing or altered serial numbers.
- **Conveyor Damage:** Damage to the Equipment conveyor bed, chain(s), and belt(s) caused by external sources is not covered under this warranty.
- **Modifications and Repair:** Equipment that has been modified or altered by anyone other than TurboChef or its service agents, or that has had non-approved devices or connection items attached, is excluded from coverage under this warranty. Repair of the Equipment by anyone other than TurboChef or its authorized service agents will void all warranties on the Equipment.
- **Accessories:** Accessories and parts (collectively "Accessories") that are consumed during the normal course of Equipment operation or maintenance are excluded from this warranty. Failure of or damage to Equipment or components resulting from the use of non-approved cleaning chemicals, devices, or processes is also excluded from this warranty. Accessories may include, but are not limited to, ceramic cooking platters, paddles, and approved cleaning chemicals and devices.

- **Outstanding Invoices:** If the full invoiced amount for Equipment purchased has not been paid within forty-five (45) days of the invoice date, TurboChef will have no obligation to honor this or any other warranty on the Equipment until payment in full, including any accrued interest or other charges, is received. At that time, warranty coverage will be reinstated, but the Warranty Period will not be extended.

WARRANTY SERVICE, EXCLUSIVE REMEDY

TurboChef will be solely responsible for determining whether the Equipment or any component thereof is defective. Defective components covered by this warranty will be repaired or replaced at TurboChef's option without charge to you, and this warranty will cover such repaired or replacement components for the balance of the Warranty Period. Parts used in the repair of defective components and replacement components may be new, recovered, or rebuilt. At its sole option, TurboChef may decide to replace defective Equipment covered by this warranty with new, recovered, or rebuilt Equipment of equal or greater capability, and such Equipment will be covered by this Limited Warranty for the balance of the Warranty Period. Defective Equipment and components will become the property of TurboChef. This paragraph states TurboChef's sole and exclusive obligation and liability and your sole and exclusive remedy under this warranty. TurboChef shall not be responsible for a failure to provide warranty services due to causes beyond TurboChef's or its service agents' control.

WARRANTY CLAIMS

Reporting a Warranty Claim: Claims under this warranty must be reported to TurboChef during our normal working hours at 800.90TURBO, or such other reporting service as TurboChef may designate. Upon receipt of the claim and related information and preliminary verification that the claim is valid, TurboChef will promptly notify an authorized service agent to contact you and arrange for an on-site repair visit during the service agent's normal working hours. Any costs incurred by TurboChef or its service agent associated with a service agent being refused or unable to gain access to the Equipment on your premises, or a claim not covered by this warranty, will be charged to you.

Remote Location Service: For locations more than four (4) hours or two hundred forty (240) miles one-way from TurboChef's nearest authorized service provider, TurboChef may limit warranty service. TurboChef will cover warranty parts and covered repairs; the customer is responsible for all travel-related charges.

DISCLAIMER OF DAMAGES

TurboChef disclaims all incidental, special, and consequential damages, including but not limited to loss of use, lost revenue or profits, or substitute use, suffered by you or any third party, whether arising in contract, tort (including negligence), or otherwise, resulting from any breach by TurboChef or its service agents of this warranty, or resulting from the manufacture, use, or defects, of or in the Equipment, even if TurboChef was apprised of the possibility of such damages.

CUSTOMER INDEMNITY

You agree to indemnify, defend, and hold TurboChef harmless from all third-party claims, demands, judgments, fees, and costs that arise directly or indirectly out of or in connection with your use of the Equipment. You further agree to indemnify and hold TurboChef harmless from any incidental, consequential, or special damages you suffer, including lost revenue or profits, loss of use, or substitute use, during periods of Equipment failure or loss of use.

TERRITORY

This warranty is valid in the United States of America, Canada, and Puerto Rico.

GOVERNING LAW, ENTIRE WARRANTY

This warranty shall be governed by and construed in accordance with the laws of the State of Texas, USA (except with respect to its provisions regarding conflicts of laws). The warranty described herein is the complete and only warranty for Equipment and supersedes all prior oral or written agreements and understandings that may have existed between us relating to Equipment warranties. The terms of this warranty may not be altered, amended, or modified except by a signed writing from TurboChef. Any purported alteration, amendment, or modification by a service agent or anyone else will not be enforceable against TurboChef.

CHARGES FOR NON-WARRANTY SERVICE OR REJECTION OF SERVICE VISIT

If repairs, replacements, or service are provided by TurboChef's service agents for work not covered by this limited warranty, the customer agrees to pay the service agent directly in accordance with the service agent's normal scale of charges. If TurboChef is invoiced by the service agent for services not covered under this extended warranty, TurboChef will invoice the customer, and the customer will pay the invoice within 10 days. The customer also agrees to pay any costs incurred by TurboChef or its service agent associated with the service agent's response to a call for service when access to the oven on the customer's premises is refused or denied. Failure to submit payment may, at TurboChef's discretion, result in TurboChef voiding the balance of the warranty. In no event will TurboChef authorize service to a store with an outstanding non-warranty invoice.

WAIVER

Waiver by TurboChef of any default will not be deemed a continuing waiver of such default or a waiver of any other default.

VENTLESS HIGH-SPEED RAPID COOK OVENS

BULLET, CIBO+, I-SERIES (SOTA I1, PANINI, NGO, I3, I5), ECO SERIES (ECO, ECO ST, EL-BANDIDO)

LIMITED WARRANTY

TurboChef Technologies, LLC ("TurboChef") warrants to you, the purchaser, that under normal use the TurboChef oven you have purchased (the "Equipment") will be free from defects in material and workmanship during the Warranty Period, subject to the terms and conditions set forth herein. The "Warranty Period" is twelve (12) months from the date the Equipment is shipped from TurboChef's U.S. factory or distribution center. This warranty is conditioned upon you promptly notifying TurboChef of any claims, as provided in the paragraph entitled "Warranty Claims" below, and providing TurboChef with all data and information requested by TurboChef or its service agents in connection with such claims, as well as all necessary access to your premises and the Equipment. This warranty is made only to the initial purchaser of the Equipment from TurboChef or its authorized dealer; it is not assignable to subsequent purchasers unless TurboChef consents to such assignment in writing.

DISCLAIMER OF WARRANTIES

Except as provided in the Limited Warranty above, the Equipment is provided "as-is." TurboChef disclaims all other warranties, express, statutory, or implied, including, without limitation, the implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. TurboChef does not warrant that the Equipment will meet your specifications or needs. You acknowledge that you are solely responsible for selecting the Equipment and determining its suitability for your needs.

WARRANTY EXCLUSIONS

- **Improper Installation, Operation or Maintenance:** Equipment that is not installed, operated and maintained in accordance with the oven owner's manual (as may be updated by TurboChef from time to time, the "Manual"), a copy of which is provided to you with the Equipment or otherwise will be furnished to you upon request, is excluded from this warranty. This warranty does not apply to damage or failure which results, in TurboChef's or its service agent's sole opinion, from failure to provide a suitable installation and operating environment (including power and HVAC) and facilities as prescribed by the Manual, misuse, abuse, accident, neglect, power failure or power surges (over or under voltage), or to damage or failure from flood, fire, lightning or other natural or man-made disasters, or other Acts of God, or to Equipment that has missing or altered serial numbers.
- **Modifications and Repair:** Equipment that has been modified or altered by anyone other than TurboChef or its service agents, or that has had non-approved devices or connection items attached, is excluded from coverage under this warranty. Repair of the Equipment by anyone other than TurboChef or its authorized service agents will void all warranties on the Equipment.
- **Accessories:** Accessories and parts (collectively "Accessories") that are consumed during the normal course of Equipment operation or maintenance are excluded from this warranty. Failure of or damage to Equipment or components resulting from the use of non-approved cleaning chemicals, devices, or processes is also excluded from this warranty. Accessories may include, but are not limited to, ceramic cooking platters, paddles, and approved cleaning chemicals and devices.
- **Lower Jet Plate and Porcelain-coated Oven Components:** Minor chipping in the porcelain is to be expected as a result of regular usage. Replacement or repair for cosmetic defects and/or damage to porcelain-coated oven components, including but not limited to the lower jet plate, is excluded from this warranty.
- **Press Arm and Internal Bearing Assembly:** The press arm and internal bearing assembly are warranted against defects in materials and workmanship for the Warranty Period. The press arm and internal bearing assembly are not warranted against misuse. Bent or broken arm assemblies are excluded from coverage under this warranty.

- **Removable Press Assembly:** The removable press assembly is warranted against defects in materials and workmanship for twelve (12) months from the date of shipment from TurboChef's factory. The removable press assembly coating is warranted against manufacturer defects for one hundred and eighty (180) days from the date of shipment from TurboChef's factory. The removable press assembly is not eligible for or covered by any other warranties purchased with the Equipment. Failure or damage to the removable press assembly resulting from the use of caustic cleaning chemicals is excluded from this warranty.
- **Outstanding Invoices:** If the full invoiced amount for Equipment purchased has not been paid within forty-five (45) days of the invoice date, TurboChef will have no obligation to honor this or any other warranty on the Equipment until payment in full, including any accrued interest or other charges, is received. At that time, warranty coverage will be reinstated, but the Warranty Period will not be extended.
- **Required Upgrades:** At any time during the Equipment's warranty period, TurboChef reserves the right to perform any upgrade that TurboChef deems necessary to the Equipment, whether reactive (i.e., at the time of the next opportune servicing as defined by TurboChef) or proactive (i.e., at any time TurboChef deems necessary). These upgrades include, but are not limited to, any upgrade that ensures the proper, reliable, and safe operation of the Equipment. If the customer refuses any upgrade, TurboChef reserves the right to void the Equipment's remaining warranty period as of the date of refusal.

WARRANTY SERVICE, EXCLUSIVE REMEDY

TurboChef will be solely responsible for determining whether the Equipment or any component thereof is defective. Defective components covered by this warranty will be repaired or replaced at TurboChef's option without charge to you, and this warranty will cover such repaired or replacement components for the balance of the Warranty Period. Parts used in the repair of defective components and replacement components may be new, recovered, or rebuilt. At its sole option, TurboChef may decide to replace defective Equipment covered by this warranty with new, recovered, or rebuilt Equipment of equal or greater capability, and such Equipment will be covered by this Limited Warranty for the balance of the Warranty Period. Defective Equipment and components will become the property of TurboChef. This paragraph states TurboChef's sole and exclusive obligation and liability and your sole and exclusive remedy under this warranty. TurboChef shall not be responsible for a failure to provide warranty services due to causes beyond TurboChef's or its service agents' control.

WARRANTY CLAIMS

Reporting a Warranty Claim: Claims under this warranty must be reported to TurboChef during our normal working hours at 800.90TURBO, or such other reporting service as TurboChef may designate. Upon receipt of the claim and related information and preliminary verification that the claim is valid, TurboChef will promptly notify an authorized service agent to contact you and arrange for an on-site repair visit during the service agent's normal working hours. Any costs incurred by TurboChef or its service agent associated with a service agent being refused or unable to gain access to the Equipment on your premises, or a claim not covered by this warranty, will be charged to you.

Remote Location Service: For locations more than four (4) hours or two hundred forty (240) miles one-way from TurboChef's nearest authorized service provider, TurboChef may limit warranty service. TurboChef will cover warranty parts and covered repairs; the customer is responsible for all travel-related charges.

DISCLAIMER OF DAMAGES

TurboChef disclaims all incidental, special and consequential damages, including but not limited to loss of use, lost revenue or profits, or substitute use, suffered by you or any third party, whether arising in contract, tort (including negligence), or otherwise, resulting from any breach by TurboChef or its service agents of this warranty, or resulting from the manufacture, use, or defects, of or in the Equipment, even if TurboChef was apprised of the possibility of such damages.

CUSTOMER INDEMNITY

You agree to indemnify, defend, and hold TurboChef harmless from all third-party claims, demands, judgments, fees, and costs that arise directly or indirectly out of or in connection with your use of the Equipment. You further agree to indemnify and hold TurboChef harmless from any incidental, consequential, or special damages you suffer, including lost revenue or profits, loss of use, or substitute use, during periods of Equipment failure or loss of use.

TERRITORY

This warranty is valid in the United States of America, Canada, and Puerto Rico.

GOVERNING LAW, ENTIRE WARRANTY

This warranty shall be governed and construed in accordance with the laws of the State of Texas, USA (except with respect to its provisions regarding conflicts of laws). The warranty described herein is the complete and only warranty for Equipment and supersedes all prior oral or written agreements and understandings that may have existed between us relating to Equipment warranties. The terms of this warranty may not be altered, amended or modified except by a signed writing from TurboChef. Any purported alteration, amendment or modification by a service agent or anyone else will not be enforceable against TurboChef.

CHARGES FOR NON-WARRANTY SERVICE OR REJECTION OF SERVICE VISIT

If repairs, replacements, or service are provided by TurboChef's service agents for work not covered by this limited warranty, the customer agrees to pay the service agent directly in accordance with the service agent's normal scale of charges. If TurboChef is invoiced by the service agent for services not covered under this extended warranty, TurboChef will invoice the customer, and the customer will pay the invoice within 10 days. The customer also agrees to pay any costs incurred by TurboChef or its service agent associated with the service agent's response to a call for service when access to the Oven on the customer's premises is refused or denied. Failure to submit payment may, at TurboChef's discretion, result in TurboChef voiding the balance of the warranty. In no event will TurboChef authorize service to a store with an outstanding non-warranty invoice.

WAIVER

Waiver by TurboChef of any default will not be deemed a continuing waiver of such default or a waiver of any other default.

VENTLESS HIGH-SPEED MULTICOOK OVENS

PLEXOR A2/A3, PLEXOR M2

LIMITED WARRANTY

TurboChef Technologies, LLC ("TurboChef") warrants to you, the purchaser, that under normal use the TurboChef PLEXOR oven you have purchased (the "Equipment") will be free from defects in material and workmanship during the Warranty Period, subject to the terms and conditions set forth herein. The "Warranty Period" is twelve (12) months from the date the Equipment is shipped from TurboChef's U.S. factory or distribution center. This warranty is conditioned upon you promptly notifying TurboChef of any claims, as provided in the paragraph entitled "Warranty Claims" below, and providing TurboChef with all data and information requested by TurboChef or its service agents in connection with such claims as well as all necessary access to your premises and the Equipment. This warranty is made only to the initial purchaser of the Equipment from TurboChef or its authorized dealer; it is not assignable to subsequent purchasers unless TurboChef consents to such assignment in writing.

DISCLAIMER OF WARRANTIES

Except as provided in the Limited Warranty above, the Equipment is provided "as-is". TurboChef disclaims all other warranties, express, statutory or implied, including without limitation, the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose. TurboChef does not warrant that the Equipment will meet your specifications or needs. You acknowledge that you are solely responsible for the selection of the Equipment and determining the suitability of the Equipment for your needs.

WARRANTY EXCLUSIONS

- **Improper Installation, Operation or Maintenance:** Equipment that is not installed, operated and maintained in accordance with the oven owner's manual (as may be updated by TurboChef from time to time, the "Manual"), a copy of which is provided to you with the Equipment or otherwise will be furnished to you upon request, is excluded from this warranty. This warranty does not apply to damage or failure which results, in TurboChef's or its service agent's sole opinion, from failure to provide a suitable installation and operating environment (including power and HVAC) and facilities as prescribed by the Manual, misuse, abuse, accident, neglect, power failure or power surges (over or under voltage), or to damage or failure from flood, fire, lightning or other natural or man-made disasters, or other Acts of God, or to Equipment that has missing or altered serial numbers.
- **Modifications and Repair:** Equipment that has been modified or altered by anyone other than TurboChef or its service agents, or that has had non-approved devices or connection items attached, is excluded from coverage under this warranty. Repair of the Equipment by anyone other than TurboChef or its authorized service agents will void all warranties on the Equipment.
- **Accessories:** Accessories and parts (collectively "Accessories") that are consumed during the normal course of Equipment operation or maintenance are excluded from this warranty. Failure of or damage to Equipment or components resulting from the use of non-approved cleaning chemicals, devices, or processes is also excluded from this warranty. Accessories may include, but are not limited to, ceramic cooking platters, paddles, and approved cleaning chemicals and devices.
- **Lower Jet Plate and Porcelain-Coated Oven Components:** Minor chipping in the porcelain is to be expected as a result of regular usage. Replacement or repair for cosmetic defects and/or damage to porcelain-coated oven components, including but not limited to the lower jet plate, is excluded from this warranty.
- **Outstanding Invoices:** If the full invoiced amount for Equipment purchased has not been paid within forty-five (45) days of the invoice date, TurboChef will have no obligation to honor this or any other warranty on the Equipment until payment in full, including any accrued interest or other charges, is received. At that time, warranty coverage will be reinstated, but the Warranty Period will not be extended.

WARRANTY SERVICE, EXCLUSIVE REMEDY

TurboChef will be solely responsible for determining whether the Equipment or any component thereof is defective. Defective components covered by this warranty will be repaired or replaced at TurboChef's option without charge to you, and this warranty will cover such repaired or replacement components for the balance of the Warranty Period. Parts used in the repair of defective components and replacement components may be new, recovered, or rebuilt. At its sole option, TurboChef may decide to replace defective Equipment covered by this warranty with new, recovered, or rebuilt Equipment of equal or greater capability, and such Equipment will be covered by this Limited Warranty for the balance of the Warranty Period. Defective Equipment and components will become the property of TurboChef. This paragraph states TurboChef's sole and exclusive obligation and liability and your sole and exclusive remedy under this warranty. TurboChef shall not be responsible for a failure to provide warranty services due to causes beyond TurboChef's or its service agents' control.

WARRANTY CLAIMS

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Remote Location Service: For locations more than four (4) hours or two hundred forty (240) miles one-way from TurboChef's nearest authorized service provider, TurboChef may limit warranty service. TurboChef will cover warranty parts and covered repairs; the customer is responsible for all travel-related charges.

DISCLAIMER OF DAMAGES

TurboChef disclaims all incidental, special and consequential damages, including but not limited to loss of use, lost revenue or profits, or substitute use, suffered by you or any third party, whether arising in contract, tort (including negligence), or otherwise, resulting from any breach by TurboChef or its service agents of this warranty, or resulting from the manufacture, use, or defects, of or in the Equipment, even if TurboChef was apprised of the possibility of such damages.

CUSTOMER INDEMNITY

You agree to indemnify, defend, and hold TurboChef harmless from all third-party claims, demands, judgments, fees, and costs that arise directly or indirectly out of or in connection with your use of the Equipment. You further agree to indemnify and hold TurboChef harmless from any incidental, consequential, or special damages you suffer, including lost revenue or profits, loss of use, or substitute use, during periods of Equipment failure or loss of use.

TERRITORY

This warranty is valid in the United States of America, Canada, and Puerto Rico.

GOVERNING LAW, ENTIRE WARRANTY

This warranty shall be governed by and construed in accordance with the laws of the State of Texas, USA (except with respect to its provisions regarding conflicts of laws). The warranty described herein is the complete and only warranty for Equipment and supersedes all prior oral or written agreements and understandings that may have existed between us relating to Equipment warranties. The terms of this warranty may not be altered, amended, or modified except by a signed writing from TurboChef. Any purported alteration, amendment, or modification by a service agent or anyone else will not be enforceable against TurboChef.

CHARGES FOR NON-WARRANTY SERVICE OR REJECTION OF SERVICE VISIT

If repairs, replacements, or service are provided by TurboChef's service agents for work not covered by this limited warranty, the customer agrees to pay the service agent directly in accordance with the service agent's normal scale of charges. If TurboChef is invoiced by the service agent for services not covered under this extended warranty, TurboChef will invoice the customer, and the customer will pay the invoice within 10 days. The customer also agrees to pay any costs incurred by TurboChef or its service agent associated with the service agent's response to a call for service when access to the Oven on the customer's premises is refused or denied. Failure to submit payment may, at TurboChef's discretion, result in TurboChef voiding the balance of the warranty. In no event will TurboChef authorize service to a store with an outstanding non-warranty invoice.

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