



**WARRANTY:** Leer, Inc., an Iowa corporation (“**Seller**”) warrants to the original purchaser (“**Purchaser**”) that the parts manufactured by Seller (such parts, the “**Parts**”) of the Ice Merchandiser product sold by Seller directly to Purchaser (the “**Product**”) will be free from defects in materials and workmanship under normal use and service, beginning on the date of shipment thereof to Purchaser and continuing for the applicable Warranty Period (this “**Warranty**”). The “**Warranty Period**” means (a) for the Product’s compressor motor (the “**Compressor Motor**”), five (5) years, and (b) for all component Parts of the Product other than the Compressor Motor, one (1) year.

**IN ORDER TO MAKE A WARRANTY CLAIM, PURCHASER MUST COMPLY WITH SELLER’S CLAIMS PROCESS AS SET FORTH AT [WWW.LEERINC.COM](http://WWW.LEERINC.COM) AND PROVIDE TO SELLER THE PRODUCT MODEL NUMBER, SERIAL NUMBER, AND ITEMIZED INVOICE FOR THE WARRANTY CLAIM.** Seller shall not be liable for any breach of this Warranty unless Seller is informed immediately upon the discovery of defective Part(s). The remedies set forth in this Warranty are available only with respect to Products installed in the United States or Canada. **Subject to the limitations set forth in this Warranty, Seller’s sole obligation and Purchaser’s sole and exclusive remedy for a defective Part or Product shall be limited to one of the following remedies, as selected by Seller in its sole discretion: (i) repair of any Part(s) that prove(s), to Seller’s satisfaction, to be defective within the applicable Warranty Period, (ii) replacement of such Part(s) or the Product, or (iii) refund of the purchase price paid to Seller by the Purchaser for the Product of which such defective Part(s) are components.** Seller reserves the right to inspect defective Part(s) and may, at Seller’s discretion require return, of Part(s) to Seller’s factory for inspection at Purchaser’s sole cost and expense. The determination as to whether any defect exists shall be made in Seller’s sole judgement. A Part repaired or replaced under this Warranty is warranted only for the balance of the Warranty Period on the original Part that was repaired or replaced. All Replacement Parts will be provided by Seller to Purchaser; Purchaser will not be reimbursed by Seller for Parts Purchaser replaces from another supplier of parts. This Warranty is not assignable and shall operate only in favor of the Purchaser.

**LIMITATIONS ON LABOR COVERAGE:** In the event of any claim for breach of this Warranty for which Seller selects repair or replacement of the Part as the remedy, Seller shall be responsible for labor charges for repair or replacement of any defective Part(s) or defective assembly of Part(s) **only for defects reported to Seller within the first ninety (90) days of the Warranty Period. TO BE ELIGIBLE FOR SUCH REIMBURSEMENT: ALL LABOR CHARGES MUST BE PERFORMED BY AN HVAC REPAIR COMPANY SELECTED BY PURCHASER THAT IS LICENSED UNDER APPLICABLE LAWS, AND ALL LABOR CHARGES SHALL BE AUTHORIZED OR APPROVED BY SELLER IN WRITING PRIOR TO THE REPAIR OR REPLACEMENT OF PART(S).** In all other events, Seller shall not be responsible for any labor charges. Labor charges shall only include standard straight time labor hours at the site of Product installation, and shall exclude charges for travel time, mileage, or other premium charges.

**WARRANTY EXCLUSIONS:** The remedies under this Warranty are not available with respect to any Product, or any Part thereof, which may have been subject to any damage in transit, damage caused by normal wear and tear, accident, negligence, abuse or misuse, unauthorized alteration or repair, acts of nature or failure to follow any of Seller’s manuals or instructions, if in Seller’s sole judgement, such act, omission or event has detrimentally affected the physical condition, use or operating qualities of the Product.





**DISCLAIMER OF IMPLIED WARRANTIES AND LIMITATIONS ON LIABILITY: THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES; SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, BY REASON OF LAW, STATUTE OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, AND ALL IMPLIED WARRANTIES ARE HEREBY DISCLAIMED. SELLER SHALL NOT BE LIABLE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTE OR OTHER LEGAL THEORY, FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING FOR LOSS OF GOODS, MERCHANDISE OR OTHER PROPERTY, OR LOSS OF PROFITS, RESULTING FROM PRODUCT OR PART DEFECTS OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SELLER'S LIABILITY UNDER ANY CIRCUMSTANCES FOR ANY BREACH OF CONTRACT OR FOR ANY OTHER CLAIM BY PURCHASER AGAINST SELLER EXCEED THE PRICE OF THE PRODUCTS SOLD BY SELLER WITH RESPECT TO WHICH SUCH CLAIM ARISES.**

The invalidity or unenforceability of any provision of this warranty shall not affect the validity or enforceability of any other provision. If any provision of this warranty is determined to be invalid or otherwise unenforceable, then this warranty shall be construed in accordance with the remaining terms as if the invalid or unenforceable provision was not contained therein. This Warranty is governed by the laws of the province of Ontario and any federal laws applicable therein, without regard to conflict of laws principles.

*For Quebec-based Purchasers Only:* The parties hereto have required that this Agreement, and all related documents, be drafted in English, at their express wish. A French version of this Agreement has been provided to the customer or adhering party. *Les parties aux présentes ont requis que la présente convention, ainsi que tous les documents qui s'y rattachent, soient rédigés en anglais, selon leur volonté expresse. Une version française de la présente convention a été remise au consommateur ou à l'adhérent.*

