

IBEX Warranty Statement

Rapid Cook LLC d/b/a IBEX (“IBEX”) warrants new IBEX-branded products and certain other products sold by IBEX whose specifications or other product documentation expressly reference this Warranty (collectively, the “Products”) to the original end-user of such Product (“Owner”) when installed within the United States, against defective material and workmanship for one (1) year from the date of original installation (the “Warranty Period”). In no event shall the Warranty Period commence later than 3 months from the date of initial delivery of the Product to the common carrier by IBEX unless otherwise agreed upon by IBEX in writing. IBEX will, as IBEX’s sole liability hereunder, and as the Owner’s exclusive remedy, during normal working hours, through one of its branches or authorized servicing outlets, repair or replace, at its option, including service and labor, all parts and/or components found to be defective and subject to this Warranty.

This Warranty is subject to reasonable travel limitations and costs as periodically updated by IBEX. Certain parts and components within the Products, expendable by nature and that need to be replaced frequently, are not covered by this Warranty. Any necessary repairs and/or replacements of these expendable parts are the Owner’s sole responsibility and cost.

This Warranty is conditioned upon IBEX receiving notice of any non-conformance subject to this Warranty within thirty (30) days of its discovery by Owner.

This Warranty does not apply to damage resulting from fire, water, burglary, accident, abuse, misuse, acts of God, improper repairs or attempted repairs, or improper installation. Failure to follow use, care, or maintenance instructions in the Product’s User Manual or in any other product documentation provided with the Product will automatically void this Warranty. Any improper cleaning (including any use of cleaning products or solutions not recommended by the Product’s User Manual) will automatically void this Warranty.

THIS WARRANTY EXCLUDES ALL ORAL, STATUTORY, EXPRESS OR IMPLIED WARRANTIES WHICH MAY BE APPLICABLE TO IBEX, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. IBEX SHALL NOT BE LIABLE, AND OWNER WAIVES ALL CLAIMS AGAINST IBEX, FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, DOWN TIME, LOST PROFITS OR COMMERCIAL LOSSES, WHETHER OR NOT BASED UPON IBEX’S NEGLIGENCE OR BREACH OF WARRANTY OR STRICT LIABILITY IN TORT OR ANY OTHER CAUSE OF ACTION. IBEX WILL NOT BE LIABLE TO OWNER FOR ANY LOSS, DAMAGE, OR INJURY TO PERSONS OR PROPERTY RESULTING FROM THE HANDLING, STORAGE, TRANSPORTATION, RESALE, OR USE OF ITS PRODUCTS. IN NO EVENT WILL IBEX’S LIABILITY UNDER THIS WARRANTY OR IN CONNECTION WITH ITS PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE SPECIFIC PRODUCTS OR SERVICES AS TO WHICH THE CLAIM IS MADE. IBEX neither assumes nor authorizes anyone else to assume for it any obligation or liability in connection with the Product, its sale, operation, or use, other than as stated herein.

Excluded Warranty Service:

The following are not included in this Warranty, and IBEX shall have no obligation to Owner or anyone else for repair, replacement or refund with regard to any of the following. Should someone request, and IBEX choose to provide such, services, additional charges shall apply. If Owner requests replacement parts and/or repair services under this Warranty and IBEX determines that such request is not covered

hereunder (or fits under one of the following exclusions), Owner agrees to pay IBEX (or its affiliates or subcontractors) for all reasonable fees incurred in connection therewith at IBEX's (or such affiliate's or subcontractor's) standard rates and charges as in effect at that time.

1. Expendable Parts. Parts and components that are expendable by nature or listed or referenced in any "Expendable Parts" table or list in any product documentation accompanying the Product are not covered by this Warranty (including, without limitation, the waveguide cover and gasket), and any labor and/or travel charges related to the replacement of such parts are Owner's responsibility.
2. Expedited Parts. For necessary replacement parts that are not available with the service technician at the time a warranty service call is made, IBEX will acquire such parts through ground freight. Owner may request expedited parts at its cost through next-day air shipment.
3. Accidental Damages. Calls resulting from physical damage by operators are not covered by this Warranty.
4. After Hours and Weekend Emergency Coverage. This Warranty provides for replacement parts and repair services during normal business hours with commercially reasonable response times by IBEX. Owner is responsible for all fees stemming from emergency Calls received by IBEX on weekends, holidays, or Monday through Friday, between 5pm-8am local time.
5. Maintenance Inspections. Preventative or preemptive calls that identify potential service problems on a unit prior to occurrence are not covered by this Warranty.
6. Supply Lines. Opening or closing of, supply lines, valves, or switching of electrical supply current is not covered by this Warranty.
7. Adjustments. Adjustments to Product appearance requested by Owner are not covered by this Warranty.
8. Customer Feature upgrades. Feature upgrades, including (nonmandatory) firmware, software, label format, or graphics, are not covered by this Warranty.
9. Customer network. Customer network related issues for connected devices (when applicable) are not covered by this Warranty.
10. Commercial Use Only. IBEX does not recommend or authorize the use of any Product in a non-commercial application, including, but not limited to, residential use. This Warranty does not apply to, and shall not cover, any Product that is installed or used in any way in any residential or non-commercial application. No warranties, express or implied, are provided to any residential, consumer or non-commercial purchaser or owner of the Products.