



## **Middleby Refrigeration Limited Warranty**

### **THREE YEAR LIMITED PARTS & LABOR WARRANTY – Viking Commercial and U-Line Commercial**

For three years from the date of shipment from the factory this warranty covers all parts and labor to repair or replace any part of the referenced Middleby Refrigeration product (the “Equipment”) that under normal use proves to be defective in materials or workmanship. This warranty is conditioned upon you promptly notifying Middleby Refrigeration of any claims, and providing Middleby Refrigeration with all data and information requested by Middleby Refrigeration or its service agents in connection with such claims as well as all necessary access to your premises and the Equipment. All service provided by Middleby Refrigeration under the above warranty must be performed by a Middleby Refrigeration factory authorized servicer and dispatched from the factory, unless otherwise specified by Middleby Refrigeration. Warranty labor is provided at straight time only.

### **LIMITED FIVE YEAR SEALED SYSTEM PARTS WARRANTY – Viking Commercial and U-Line Commercial**

For five years from the date of original purchase, Middleby Refrigeration will cover the following parts only(no labor) if they prove to be defective under normal commercial use: compressor.

### **WARRANTY TERMS**

These warranties apply only to Equipment installed in any one of the fifty states of the United States, the District of Columbia, or the ten provinces of Canada. The Equipment must be installed, operated, and maintained in accordance with Middleby Refrigeration Brand User, Installation and Service Guides, copies of which were provided to you with the Equipment or otherwise will be furnished to you upon request. Further, this warranty applies only to Equipment shipped from the Middleby Refrigeration facility after July 1, 2025 and purchased from an authorized dealer.

Except as provided in the Limited Warranty above, the Equipment is provided “as-is”. Middleby Refrigeration 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. Middleby Refrigeration 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. The warranties only apply to the original purchaser and are non-transferable. Service must be dispatched from Middleby Refrigeration to be eligible for warranty coverage. The warranties apply to units operated outside only if designed for outdoor use by model and serial number. Replacement water filters, light bulbs, and other consumable parts are not covered by these warranties. In-home/business instruction on how to use your product is not covered by these warranties. Food, beverage, and medicine loss are not covered by these warranties. Use of non OEM parts will void this warranty.

If the Equipment is located in an area where Middleby Refrigeration factory authorized service is not available, you may be responsible for a trip charge or you may be required to bring the Equipment to a Middleby Refrigeration factory authorized service location at your own cost and expense.

Units purchased after use as floor displays, and/or certified reconditioned units, are covered by the limited one year warranty only and no coverage is provided for cosmetic defects.

To maintain warranty coverage, all preventative maintenance procedures outlined in the Use and Care Manual must be followed.

Signal issues related to Wi-Fi connectivity are not covered by these warranties.

Equipment that is not installed, operated and maintained in accordance with Middleby Refrigeration’s Use and Care Manual or other written materials provided to you by Middleby Refrigeration or available for the Equipment (as may be updated by Middleby Refrigeration 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



Middleby Refrigeration's or its service agent's sole opinion, from failure to provide a suitable installation and operating environment (including power and HVAC if applicable) and facilities as prescribed by the Manual, misuse, abuse, accident or improper use, 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 persons other than Middleby Refrigeration's or its service agents, or Equipment that has had non-approved devices or connection items attached thereto, is excluded from coverage under this warranty. Repair of the Equipment by anyone other than Middleby Refrigeration's or its authorized service agents will void all warranties on the Equipment.

**Accessories:** Accessories and parts (collectively "Accessories") that are consumed in the normal course of Equipment operation or maintenance are excluded from this warranty. Failure of or damage to Equipment or components from the use of non-approved cleaning chemicals, devices or processes is also excluded from this warranty.

#### Warranty Service, Exclusive Remedy

Middleby Refrigeration will be solely responsible for determining whether or not the Equipment or any component thereof is defective. Defective components covered by this warranty will be repaired or replaced at Middleby Refrigeration's option without charge to you and such repaired or replacement components will be covered by this warranty 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, Middleby Refrigeration 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 Middleby Refrigeration. This paragraph states Middleby Refrigeration's sole and exclusive obligation and liability and your sole and exclusive remedy under this warranty. Middleby Refrigeration shall not be responsible for a failure to provide warranty services due to causes beyond Middleby Refrigeration's or its service agents' control.

#### Warranty Claims

Claims under this warranty must be reported to Middleby Refrigeration under such reporting service as Middleby Refrigeration may designate. Upon receipt of the claim and related information and preliminary verification that the claim is valid, Middleby Refrigeration 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 Middleby Refrigeration 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.

#### Disclaimer of Damages

Middleby Refrigeration 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 Middleby Refrigeration or its service agents of this warranty, or resulting from the manufacture, use, or defects, of or in the Equipment, even if Middleby Refrigeration was apprised of the possibility of such damages.

#### Customer Indemnity

You agree to indemnify, defend and hold Middleby Refrigeration harmless from all third party claims, demands, judgments, fees and costs directly or indirectly arising out of or related to your use of the Equipment. You further agree to indemnify and hold Middleby Refrigeration harmless from any incidental, consequential or special damages suffered by you, including lost revenue or profits, loss of use, or substitute use, during periods of Equipment failure or loss of use.

#### Governing Law, Entire Warranty



This warranty shall be governed and construed in accordance with the laws of the State of Michigan, 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 Middleby Refrigeration. Any purported alteration, amendment or modification by a service agent or anyone else will not be enforceable against Middleby Refrigeration.

#### Charges for Non-Warranty Service or Rejection of Service Visit

In the event that repairs, replacement or service are provided by Middleby Refrigeration's service agents for work not covered by this limited warranty, customer agrees to pay the service agent directly according to the service agent's normal scale of charges. In the event Middleby Refrigeration is invoiced by the service agent for services not covered under this extended warranty, Middleby Refrigeration will invoice customer and customer will pay such invoice based on terms of net 10 days. Customer also agrees to pay any cost incurred by Middleby Refrigeration or its service agent associated with a service agent responding to a call for service, but then being refused or unable to gain access to the Equipment on Customer's premises. Failure to submit payment may, at Middleby Refrigeration's discretion, result in Middleby Refrigeration voiding the balance of the warranty. In no event will Middleby Refrigeration authorize service to a customer with an outstanding Non-Warranty invoice.

For parts and service assistance, or to find factory authorized service near you, contact Middleby Refrigeration at 616.754.5601.