

PERLICK RESIDENTIAL PRODUCTS WARRANTY

WARRANTY:

Perlick Corporation (“Perlick”) warrants to the original retail purchaser that during the Basic Warranty Period, Perlick’s products will be free from defects in material and workmanship, and during the Extended Warranty Period, the hermetically sealed refrigeration system contained in Perlick’s undercounter or upright refrigerators will be free from defects in material and workmanship. This system consists entirely of the compressor, condenser, drier, connecting tubing, evaporator and hot gas bypass valve.

The Basic Warranty Period is as follows:

- For a new product or a floor display model sold within three (3) years of being put on the floor, in each case other than the H50IM Clear Ice Maker: The three (3) year period commencing on the date of purchase by the original retail purchaser, except that the Basic Warranty Period will be the two (2) year period commencing on the date of purchase by the original retail purchaser if the purchase of the product is not registered with Perlick within ninety (90) days of purchase in the manner described below.
- For the H50IM Clear Ice Maker, a floor display model (other than of the H50IM Clear Ice Maker) sold more than three (3) years but less than six years after being put on the floor or a factory second (B-Stock) product: The one (1) year period commencing on the date of purchase by the original retail purchaser.
- For a floor display model of the H50IM Clear Ice Maker sold more than three (3) years but less than six years after being put on the floor: The ninety (90) day period commencing on the date of purchase by the original retail purchaser.

The Extended Warranty Period applies only to the hermetically sealed refrigeration system contained in Perlick’s undercounter and upright refrigerators. For undercounter refrigerators, the Extended Warranty Period is the portion of the six (6) year period commencing on the date of purchase by the original retail purchaser that is not covered by the Basic Warranty Period. For upright refrigerators, the Extended Warranty Period is the portion of the twelve (12) year period commencing on the date of purchase by the original retail purchaser that is not covered by the Basic Warranty Period.

For a floor display model sold six years or more after being put on the floor, there is no warranty and such product is sold on an “as is” basis.

REMEDY:

Perlick will provide the parts and labor necessary to repair or replace (at Perlick’s option) any parts proven to be defective in material or workmanship during the Basic Warranty Period. Perlick will provide the replacement parts, but not the labor, for any parts of the hermetically sealed refrigeration system proven to be defective in materials or workmanship during the Extended Warranty Period. The cost of freight to ship the replacement parts will be paid by Perlick. Replacement parts are warranted for the remainder of the original warranty period, or ninety (90) days, whichever is longer.

REGISTRATION:

Your Perlick product can be registered at www.perlick.com/RegisterMyPerlick.

OTHER TERMS AND CONDITIONS:

This Warranty applies only to products installed in the fifty states of the United States, the District of Columbia and the ten provinces of Canada.

To obtain the warranty coverage described in this Warranty, Perlick or its authorized distributor or dealer must receive written notice of the warranty claim within the applicable warranty period. To receive parts and/or service and the name and telephone number of the nearest Perlick authorized service representative, please contact your Perlick dealer or distributor, or Perlick’s Customer Service Department by writing to it at Perlick Corporation, Attn: Customer Service

Department, 8300 West Good Hope Road, Milwaukee, Wisconsin 53223; or by calling Perlick's Customer Service Department at 800-558-5592; or by e-mailing Perlick's Customer Service Department at warrantyserv@perlick.com. In addition, you can notify Perlick of a warranty claim by submitting the form on the Perlick website at www.perlick.com/residential/contact and choosing 'Service' from the department list.

All service provided by Perlick under this Warranty must be performed by Perlick's authorized service representatives, unless otherwise specified by Perlick in writing. Service will be provided during normal business hours.

This Warranty applies only to the original retail purchaser of the Perlick product, and may not be assigned or transferred.

This Warranty does not apply to:

- Damage to Products occurring during transportation.
- Products that are used in a manner that is not normal residential or light commercial use.
- Products that are: improperly installed; misused or abused; operated with low voltage; wired in a manner not conforming to electrical codes; not properly operated in accordance with Perlick's instructions; not cleaned or maintained in accordance with Perlick's instructions; modified; or damaged by lightning or other acts of nature.
- Consumable items such as light bulbs.
- Cosmetic damage.
- Adjustments to controls, door reversal, cleaning the condenser or other routine maintenance.
- Products for which the original proof of purchase, delivery date or serial number cannot be verified.
- Products for which the defective parts are not returned for inspection if requested by Perlick.
- Damage to other property caused by the products, including but not limited to loss of food due to spoilage and damage caused by water leakage.

THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; PROVIDED HOWEVER, THAT TO THE EXTENT REQUIRED BY LAW, IMPLIED WARRANTIES ARE INCLUDED BUT DO NOT EXTEND BEYOND THE DURATION OF THE EXPRESS WARRANTY FIRST SET ABOVE.

PERLICK'S SOLE LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER THIS WARRANTY ARE SET FORTH IN THE PARAGRAPH ENTITLED "REMEDY" SET FORTH ABOVE.

PERLICK SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING FROM THE SALE, USE OR INSTALLATION OF THE PRODUCT OR FROM ANY OTHER CAUSES WHATSOEVER, WHETHER BASED ON WARRANTY (EXPRESS OR IMPLIED) OR OTHERWISE BASED ON CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY. IN NO EVENT SHALL PERLICK'S LIABILITY WITH RESPECT TO A PRODUCT EXCEED THE PURCHASE PRICE OF THE PRODUCT.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

Perlick®