



MKE WARRANTY PROGRAM

COOKING EQUIPMENT

LIMITED ONE-YEAR PARTS AND LABOR WARRANTY

MKE Industries Inc. warrants its Canadian made product to be free from defects in material and workmanship, under normal use and service, for a period of one (1) year from the date the product is installed or fifteen (15) months from the date of shipment from MKE factory, whichever comes first.

During this one-year warranty period, MKE shall or, at MKE's option, replace parts determined by MKE to be defective in material or workmanship and/or will reimburse labor costs according to the conditions and rates established by MKE. Any warranty service request should first be directed to MKE customer service that will validate the warranty, issue a pre-authorization and coordinate the service call. Note that the 7-digit serial number that appears on the unit must be legible and unaltered and match the one on your original invoice copy to be provided.

STAINLESS STEEL FRY POTS – FG SERIE

LIMITED FIVE-YEARS PART REPLACEMENT WARRANTY FRYERS:

Solid shortening should not be used under the minimum level line. Melting solid shortening under this level will damage the tank and void your warranty. Stainless steel fry pots are warranted to be free from defects that would cause shortening leaks due to weld failures for the period of (1) year parts and labor. The stainless steel fry pots are warranted for five (5) years, however, after one (1) year the warranty is limited to replacement parts only. The defective tank must be returned postage prepaid to MKE, and the manufacturer will determine if the defect falls within its responsibility and, if so, shall choose to repair or replace the tank, which will then be returned postage collect to the customer. This additional warranty does not apply to other parts or components; either travel costs, material and labor costs required to remove and reinstall the tank and return the appliance to service. Note that the traceability number on the tank must correspond to the original fryer. This number must be legible and unaltered. You must provide this number, the serial number of the fryer as well as a copy of your original invoice and all relevant information on the defects of the tank.

REFRIGERATED EQUIPMENT – BL, BB, DICP, OPTR, RCTM, SUR, IMK SERIES

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Warranty does not cover standard wear parts which include door gaskets, incandescent bulbs or fluorescent bulbs, glass components. Warranty does not cover issues caused by improper installation or lack of basic preventative maintenance which includes regular cleaning of condenser coils, blades of the fan or any issue relevant to an obstruction of the air inlet to compressor. Condenser requires scheduled cleaning at least every thirty days. A dirty condenser can result in non-warranted parts and compressor failures. Do not obstruct the air intake in front of the compressor panel. Drier replacement is very important and must be changed when a system is opened for servicing. The new drier must be the same capacity as the drier being replaced.

Never use an extension cord: MKE will not warranty any unit that has been connected to an extension cord. The warranty does not cover improper or unstable voltage.

LIMITED ONE-YEAR PARTS AND LABOR WARRANTY – GG SERIE, GRAB N GO

In addition to the warranty conditions of the refrigeration equipment, the SERIE GG refrigerator has certain restrictions: The Grab N Go (GG series) refrigerator AIR CURTAIN UNIT recommends operating conditions, namely an environment not exceeding 75dF (23dC) and 55% humidity, not installed in direct sunlight or near doorway or near fans or improper clearance for air flow. Air flow requires a 4” clearance at rear, and 12” above. This GG refrigerator should be connected to an individual branch circuit. A dirty condenser can result in no warranted parts and compressor failures. All recommendations of the manufacturer must be respected or the warranty will be void. Warranty does not cover issues caused by improper installation, misuse or lack of basic preventative maintenance.

CUSTOM MADE STAINLESS STEEL FABRICATION

LIMITED ONE-YEAR PARTS AND LABOR WARRANTY

MKE Industries Inc. warrants its Canadian made product to be free from defects in material and workmanship, under normal use and maintenance, for a period of one (1) year from the date the product is installed or fifteen (15) months from the date of shipment from MKE factory, whichever comes first. During this one-year warranty period, MKE shall or, at MKE's option, replace parts determined by MKE to be defective in material or workmanship and/or will reimburse labor costs according to the conditions and rates established by MKE. Any warranty service request should first be directed to MKE customer service that will validate the warranty, issue a pre-authorization and coordinate the service call. Note that the 7-digit serial number that appears on the unit must be legible and unaltered and match the one on your original invoice copy to be provided.

THE WARRANTY DOES NOT COVERED:

- Service calls that are not related to a manufacturing defect of faulty material;
- Service calls to check the installation of the device or for instructions on its use;
- Service calls resulting from improper usage or installation or adjustment or failure to clean and/or maintain product as per recommendation of the manufacturer;
- Service calls not authorized by MKE (without first having obtained a pre-authorization number's);
- Damage caused by substandard repairs, or repairs made by unauthorized technicians;
- Standard wear parts which include door gaskets, incandescent bulbs or fluorescent bulbs, glass components, knob, ring, pyro rock plate and similar;
- Use of non- OEM parts without manufacturer's approval or alteration of the original equipment will void warranty;
- MKE is not responsible for the repair or replacement of failed or damaged components resulting from incorrect supply voltage, the use

- of extension cords, low voltage, or unstable supply voltage;
- Costs for the repair or replacement of defective parts related to gas lines, leaks, recharging of refrigerant that could be due to damage during transport or handling;
- Economic loss, profit loss, or special indirect or consequential damages, including without limitation, losses or damages arising from food or product spoilage claims whether or not on account of refrigeration failure;
- Costs related to making the appliance accessible for repair, for example, removing add-ons that were not part of the appliance when it originally left the factory;
- Additional costs such as for delays caused by the customer and beyond the control of the authorized service company MKE or MKE;
- Additional costs, including but not limited to service calls outside of the repair technician's normal working hours, weekends, holidays, tolls and charges, travelling costs beyond a 40km-radius of an authorized MKE service company, tolls, charged to reach isolated location without being annually accessible by road;
- Damage caused during freight or handling after shipment from MKE factory;
- Alteration, neglect, abuse, misuse, accident, damage during transit or installation, fire, flood, acts of God.

STAINLESS STEEL

The alteration of the color of the stainless steel caused by the heat is normal; therefore, it is not covered by this guarantee. Stainless steel surfaces react with aggressive agents. Surfaces should be maintained and dried immediately after use, using only a soft cloth and soap (limestone-free) water, or a cleaner specifically designed for stainless steel. High-chloride cleaners, caustic solutions, abrasive steel fiber cleaners, deposits of high-acid or chloride-containing foods, items left behind can lead to the appearance of corrosion. Also, the engravings in depth contained the protective layer of the property of the stainless steel and favor the appearance of rust. Since

the maintenance, use and environment in which the unit is operated are factors beyond the control of the MKE manufacturer, corrosion of metal and stainless steel and the appearance of rust are not covered by this guarantee.

WOODEN WORKTOP

It is a natural material and not passive in a location with high humidity. It is also important to prevent the surface from being in contact with excess water or liquid. The wooden worktop should be cleaned with a soft cloth lightly soaked with soapy water. When completely dried, it must be regularly covered with a coating of vegetable oil to seal it against humidity. Since maintenance and environmental moisture levels are factors beyond the control of the MKE manufacturer, alteration, deformation, and detachment of wood surfaces are not covered by this warranty; Before placing a service call, it is the responsibility of the customer to ensure that the problem does not arise from improper installation or energy supply, improper adjustment or use, because in all these cases are not covered by this Limited Warranty and the sole and exclusive responsibility of the customer.

EXCLUSIONS:

- This warranty is not assignable and applies only in favor of the original purchaser/user to who delivered originally. Any such assignment or transfer shall void the warranties herein made and shall void all warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose;
- Removal or defacement of the original serial number or model number form any unit shall be deemed to release MKE from all obligations hereunder or any other obligations, express or implied;
- MKE is not responsible for the repair or replacement of any part that MKE determines have been subjected after the date of manufacture to alteration, neglect, abuse, misuse, accident damage during transit or installation, fire, flood, or act of God;

- Equipment installed in mobile units;
- Equipment damaged by causes beyond the control of MKE including, but not limited to, transport, fire, flooding, power supply changes, unauthorized third-party repair MKE, vandalism, labor dispute, disaster or act of God;
- Non-commercial use: MKE assumes no liability and will not warranty any equipment for parts or labor coverage for component failure, factory defect or any other damages for units installed in non-commercial foodservice or residential applications;
- MKE is not responsible for the cost to move equipment for any reason from its position of operation on the customer's premises to make a warranty repair;
- Devices sold "as is" are not covered by any warranty;
- MKE is not responsible for economic loss, profit loss, or special indirect or consequential damages, including without limitation, losses or damages arising from food or product spoilage claims whether or not on account of refrigeration failure or due to MKE's inability to deploy a service company or an employee, or act of God;
- MKE is will not warranty any equipment that has been connected to an extension cord, if connected to a modified or damaged power supply cords.

LIMITATIONS OF LIABILITY

- The above constitutes MKE's sole and unique obligation under the terms of the present Limited Warranty, with regard to equipment, products and services. Regarding equipment, material, parts and accessories manufactured by third parties used or not in the manufacturing process, MKE's sole obligation shall be to endeavour to obtain full indemnity corresponding to the manufacturer's warranty. MKE assumes no responsibility, whether in contract, criminal, negligence or other manner, with regard to parts manufactured by third parties.

- The preceding paragraphs outline the exclusive remedy for all claims based on a breakdown or defect of the products and services sold here, whether the breakdown or defect appears before or during the warranty period and a claim, while instituted, is based on a contract, indemnity, warranty, criminal (including negligence), strict liability, implied status, Common Law or other; therefore MKE, its employees, representatives, agents, administrators and owner shall not be held liable for claims made against bodily harm or damages of any kind. All responsibility shall automatically end upon the warranty period expiration date.
- The foregoing warranties are exclusive and in lieu of all other warranties, whether oral or written, implied or statutory. No implied warranty of merchantability or fitness for a particular purpose shall apply. MKE does not warrant products, components or services of third parties.
- MKE shall not be liable in any manner for any default or delay in performance hereunder caused by or resulting from any contingency beyond MKE's control, including, but not limited to governmental restrictions or restraints, freight, strike, lockouts, injunctions, fire, food, acts of God, short or reduced supply of raw materials, or discontinuance of the parts by the original part manufacturer.
- There are no other warranties, express, implied or statutory, except the present one effective May 1, 2017, for any device purchased as of that date which takes precedence over any other document, including any MKE information circulating freely. These warranties are exclusive in lieu of any other warranty. There is no warranty that exceeds the description herein.
- There is no liability of MKE for any material, bodily injury, risks and dangers incurred by a user who does not have the skills, judgment, ability and knowledge to safely use / operate a MKE manufacturing equipment, including for the risk of death.
- There is no liability of MKE for the alteration or absence of the instruction and data sheets affixed to an appliance after it has been shipped from the MKE factory.

- MKE's sole obligation under this warranty is limited to either repair or replacement of parts, subject to the additional limitations of the present.
- This warranty does not assume or authorizes any person to assume any obligations other than those expressly covered by this warranty.
- Outside Canada: this warranty does not apply to, and MKE is not responsible for, any warranty claims made on products sold or used outside Canada.
- This warranty applies on any units shipped after April 30th from MKE's manufacturing facilities until any further advise from the company.

COMMERCIAL USE ONLY

MKE assumes no liability and will not warranty any equipment for parts or labor coverage for component failure, factory defect or any other damages for units installed in non-commercial foodservice or residential applications.

HOW TO PROCEED

It is the client's responsibility to ensure the problem does not stem from improper installation, adjustment or use, given that in all these cases any expenses incurred shall not be covered by the Limited Warranty, and shall be the customer's sole responsibility. The client, the original-purchaser, shall obtain an pre-authorization reference number from MKE Customers Services before processing or making arrangements for a repair; if their condition is not respected, MKE reserves the right to reduce all claims.

HOW TO OBTAIN WARRANTY SERVICE

- I. Make a request on-line, by fax or telephone, in order to inform MKE about the equipment, the nature of the problem and provide proof of

- purchase and date of installation;
2. MKE will verify whether the warranty period is still in effect;
 3. MKE will provide a pre-authorization number and the coordinates of an authorised service representative in your area so that you can make the necessary arrangements to schedule a repair:
 4. This authorization shall be provided subject to all conditions being met and the nature of the defect falling under the responsibility of MKE, at their sole discretion;
 5. The defective parts, proof of purchase and installation date, and the repair invoice bearing the customer's signature, must be forward postage prepaid to Customers Services;
 6. The customer shall deal with the service agent in its region authorized by MKE;
 7. The customer shall cooperate with the authorized MKE service agent to ensure that the repair can be made during the agent's normal business hours;
 8. The customer shall return the defective parts within 30 days following the repair date: otherwise the claim shall be rejected.

GOVERNING LAW For equipment, products and services sold in Canada, the present Limited Warranty shall be governed by the laws in effect in the province of Québec, Canada. The United Nations Convention on contracts for the International Sale of Goods is hereby excluded in its entirety form application to this Limited Warranty.

CONDITIONS OF SALE

- This price list supersedes all previous price lists;
- Programs and taxes in effect at the time of shipping;
- Prices: Canadian dollars, before taxes and subject to change without notice;
- COD or net 30 days – contact our credit department for more details;
- Invoices are payable to our Canadian office at the MKE current exchange rate;

- All claims regarding invoices must be presented within 10 days from the original date of shipment;
- Deductions for service repairs, promotional activities approved by MKE cannot be deducted from invoice payments. MKE will issue a check or a credit note to pay for the financed activity. A 24% per annum interest will be charged on all overdue accounts on a monthly basis. Furthermore, purchases will not entitle to any remittance. Unless otherwise specified, all account are payable immediately, without MKE having to undertake any measure, in the event of an (i) insolvency procedure, sequestration or bankruptcy regarding a distributor of the distributor r (ii) a transfer of more than 20% of the holding of a distributor, including a merger or a regrouping of companies; o(iii) the liquidation or the suspension of normal activities or un distributor; or (iv) activities of the distributor in MKE's opinion, affect negatively the normal course of activities of the distributor. MKE will not be held responsible for a delay in the delivery of an order. All additional accessories and parts listed in the price list are considered as repair parts unless the have been ordered with the original equipment.

RETURN OF EQUIPMENT

STANDARD EQUIPMENT: Any request for return must be made in writing to the Customer Service Department within 10 days of the original date of expedition. The MKE Customer Service will issue an authorization number accompanied by the conditions of return including the return of the equipment paid by the customer, returned in the original packaging, new, complete with its accessories and free from any damage, and subject to a 25% return fee. All cost incurred for reconditioning will be deducted from the net credit to be issue.

RETURN OF STANDARD EQUIPMENT WITH OPTIONS/CUSTOM-MADE PRODUCTS : No return possible for standard equipment sold with options and custom manufacturing equipment.

ORDER CANCELLATION

STANDARD EQUIPMENT (WITHOUT OPTION) : 25%

administration fees shall apply to any order cancellation of standard equipment (order without option).

STANDARD EQUIPMENT WITH OPTIONS AND CUSTOM-MADE PRODUCTS: 25% fee cancellation will apply to any cancellation of standard equipment ordered with option, which has not yet been processed at the factory at the time of receiving the written request of the customer for this purpose. When the order is being processed, no cancellation will be allowed and there is a 100% cancellation fee and will be invoiced to the customer.

CUSTOM-MADE PRODUCTS: 100% cancellation fee will apply and be invoiced to the customer.
