

WARRANTY

Liebherr Warranty - Commercial Appliances

What Does the Warranty Cover?

LIEBHERR warrants to the original purchaser (the "Liebherr Customer" or "you") of the Liebherr Product (defined below), who purchased the appliance from a distributor, dealer, manufacturer's representative, or other seller who has been authorized by Liebherr ("Authorized Liebherr Dealer"), that this Liebherr Product, including any of its original accessories, is free from defects in materials and workmanship during the applicable warranty coverage period as stated herein, subject to the terms, conditions, limitations and exclusions set forth herein (the "Liebherr Warranty"). This Liebherr Warranty covers parts and labor, except as set forth in this Liebherr Warranty.

The "Liebherr Product" means the product purchased by the Liebherr Customer that (i) is for normal commercial (non-residential) use only; (ii) was new at retail (i.e., not a sample, showroom or display model); (iii) had not been re-packaged by any distributor, servicer, third party retailer, reseller or by any other unauthorized person(s) at the time of purchase by the Liebherr Customer; and (iv) was purchased within the United States, Puerto Rico or Canada, and has at all times remained within the country of original purchase where service is requested.

What Is Required to Qualify for Warranty Service?

Proof of purchase from Liebherr USA, Co. or an Authorized Liebherr Dealer. The Liebherr Warranty is only transferable if the Liebherr Product remains at the original appliance installation address or physical location. For a list of Authorized Liebherr Dealers and Authorized Liebherr Servicers please visit the official Liebherr website liebherr.com.

When Does the Warranty Expire?

Scientific, Healthcare Full 3-Year Warranty

For three (3) years from the date of original purchase, your Liebherr Warranty covers all parts and labor to repair or replace any part of the Liebherr Product that proves to be defective in materials or workmanship under normal and proper use and maintenance as specified by Liebherr after proper installation and start-up in accordance with the Owner's Use and Care Guide supplied with the Liebherr Product.

Scientific, Healthcare Limited 5-Year Compressor Warranty

For five (5) years from the date of original purchase, your Liebherr Warranty covers the compressor that is contained within the Liebherr Product and proves to be defective in materials or workmanship under normal and proper use and maintenance service as specified by Liebherr after proper installation and start-up in accordance with the Owner's Use and Care Guide supplied with the Liebherr Product. For the avoidance of doubt, this compressor warranty applies only to the compressor itself and does not apply to any other parts or components of the Liebherr Product, or labor charges involved in replacement of the compressor.

Beverage, Frozen Food and Ice Cream Refrigeration Full 1-Year Warranty

For one (1) years from the date of original purchase, your Liebherr Warranty covers all parts and labor to repair or replace any part of the Liebherr Product that proves to be defective in materials or workmanship under normal and proper use and maintenance as specified by Liebherr after proper installation and start-up in accordance with the Owner's Use and Care Guide supplied with the Liebherr Product.

Beverage, Frozen Food and Ice Cream Refrigeration Limited 5-Year Compressor Warranty

For five (5) years from the date of original purchase, your Liebherr Warranty covers the compressor that is contained within the Liebherr Product and proves to be defective in materials or workmanship under normal and proper use and maintenance service as specified by Liebherr after proper installation and start-up in accordance with the Owner's Use and Care Guide supplied with the Liebherr Product. For the avoidance of doubt, this compressor warranty applies only to the compressor itself and does not apply to any other parts or components of the Liebherr Product, or labor charges involved in replacement of the compressor.

Terms Applicable to Each Warranty

The Liebherr Warranty will apply only to Liebherr Products purchased and located in the United States, Puerto Rico and Canada. Products must be purchased in the country where service is requested.

Liebherr will repair or replace, at its option and expense, any part of a Liebherr Product covered under the Liebherr Warranty that is determined by Liebherr to have been defective in materials or workmanship within the applicable warranty period. Repair or replacement of defective parts covered by the Liebherr Warranty will include labor charges for such work, provided that the Liebherr Warranty will not include any labor charges other than standard straight time labor charges only nor travel charges for travel greater than 100 miles round trip. In lieu of repairing or replacing any defective Liebherr Product covered by this Liebherr Warranty, Liebherr may make a full or partial (if the applicable Liebherr Warranty is pro-rated) refund of the purchase price of the defective Liebherr Product, in which event the Liebherr Customer shall make the defective Liebherr Product available to Liebherr for retrieval.

This warranty is void for any misuse of the intended application of these products, as determined by Liebherr. For the avoidance of doubt, the warranty does not apply to any Liebherr products for residential use.

All service provided by Liebherr under the Liebherr Warranty must be performed by authorized Liebherr service representatives, unless otherwise specified by Liebherr. The Liebherr Warranty does not cover any parts or labor to correct any defect or damage caused by negligence, accident, fire, flood, acts of God, improper use, improper maintenance, improper delivery, improper installation, power interruptions, power surges, incorrect electric current, voltage or supply, use of extension cords, improper grounding, removal and reinstallation of the Liebherr Product if it is not installed in accordance with published installation instructions or in an inaccessible location, service cost or service call to instruct the user on the proper use of the Liebherr Product, repairs to parts or systems resulting from unauthorized modifications made to the product or use of the Liebherr Product in a manner that is contrary to published user or operator instructions and/or installation instructions.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LIEBHERR WARRANTY, IN NO EVENT SHALL LIEBHERR, ITS AFFILIATES, ITS DEALERS OR ITS COMPONENT SUPPLIERS HAVE ANY LIABILITY FOR INDIRECT, SPECIAL OR CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, SPOILAGE OF ANY ITEMS STORED IN THE LIEBHERR PRODUCT OR DAMAGE TO ANY SURROUNDING PROPERTY), REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGES, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF THE DESIGN, MANUFACTURE, SALE, DELIVERY, SERVICE OR USE OF THE LIEBHERR PRODUCT OR THE PROVISION OF REPAIR, TECHNICAL ASSISTANCE OR OTHER SERVICES, DELAY, DEFECTS OR MALFUNCTIONS, WHETHER BASED ON NEGLIGENCE (INCLUDING GROSS NEGLIGENCE) OR OTHER TORT, STRICT LIABILITY, WARRANTY, CONTRACT, INDEMNITY, BREACH OF ANY PROMISE TO REPAIR OR REPLACE THAT MAY BE CONTAINED IN ANY WARRANTY, OR OTHERWISE. IN ADDITION, LIEBHERR, ITS AFFILIATES, ITS DEALERS AND ITS COMPONENT SUPPLIERS SHALL NOT BE LIABLE IN TORT OR STRICT LIABILITY FOR ANY ECONOMIC LOSS

RESULTING, IN WHOLE OR IN PART, FROM THE MANUFACTURE OR SUPPLY OF THE LIEBHERR PRODUCT, PARTS, COMPONENTS AND/OR LABOR. . In no event will Liebherr have any liability or responsibility whatsoever for damage to surrounding property, including but not limited to cabinetry, floors, ceilings and other structures or objects around the product. You are solely responsible for any structure and setting for the product including but not limited to all electrical, plumbing or other connecting facilities, for proper foundation/flooring and for any alterations including without limitation cabinetry, walls, flooring and shelving.

The Liebherr Warranty is void if the original serial numbers have been removed, altered or cannot be readily determined. Liebherr reserves the right to amend or alter this warranty and/or any warranty terms at Liebherr's discretion.

TO THE EXTENT PERMITTED BY LAW, THIS LIEBHERR WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED. ANY WARRANTY IMPLIED BY LAW, WHETHER FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, SHALL BE EFFECTIVE ONLY FOR THE PERIOD THAT THIS LIEBHERR WARRANTY IS EFFECTIVE. THIS LIEBHERR WARRANTY IS NOT A WARRANTY OF FUTURE PERFORMANCE.

THE REMEDIES DESCRIBED ABOVE ARE THE EXCLUSIVE REMEDIES FOR ANY BREACH OF THE LIEBHERR WARRANTY OR ANY WARRANTY ARISING BY OPERATION OF LAW.

Some states/provinces do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you. This Liebherr Warranty gives you specific legal rights and you may also have other legal rights which vary from state to state, or province to province.

No attempt to alter, modify or amend this Liebherr Warranty will be effective unless authorized in writing by Liebherr. Liebherr is under no obligation, at law or otherwise, to provide you with any concessions, including repairs, pro-rates, or Liebherr Product replacement, once this Liebherr Warranty has expired.

Dispute Resolution – If the Liebherr Customer is not satisfied with the warranty service, he or she must submit a claim in writing to Liebherr's Dispute Settlement Representative in the United States and Canada at 15101 NW 112th Ave., Hialeah Gardens, Florida 33018, USA. The written notice must include the model and serial number of the Liebherr Product, the Authorized Liebherr Dealer from which the Liebherr Product was originally purchased, the Authorized Liebherr Servicer that performed the warranty service, the original purchase date, a detailed description of the problem and the address at which the Liebherr Customer can be reached (collectively, a "Dispute"). Liebherr is committed to review each such Dispute promptly and thoroughly and to respond to the Liebherr Customer in order to settle such Dispute.

In the United States only, if the parties are unable to settle such Dispute, the Dispute shall be determined by mandatory binding arbitration to be conducted in Newport News, Virginia by a single arbitrator chosen pursuant to the Consumer Arbitration Rules of the American Arbitration Association then in effect. The decision of the arbitrator shall be final and binding. Any warranty claims in the United States shall be governed by the laws of the Commonwealth of Virginia. If Liebherr prevails, Liebherr shall be entitled to reimbursement of all costs and expenses, including attorney's fees, from the Liebherr Customer.

In Canada only, if the parties are unable to settle such Dispute, then the Liebherr Customer is free to initiate an action or proceeding in accordance with applicable law. If Liebherr prevails, Liebherr shall be entitled to reimbursement of all costs and expenses, including attorney's fees, from the Liebherr Customer.

Liebherr means Liebherr-America, Inc. d/b/a Liebherr USA, Co., a company of Liebherr International AG, and the Liebherr company that manufactured the Liebherr Product.

For all warranty inquiries or to receive parts and/or service and the name of the Liebherr authorized service representative for the USA, Puerto Rico and Canada nearest you, please contact the Liebherr designated national service provider at service-commercial.us@liebherr.com or call 1-844-LICOSVC (1-844-542-6782) or contact your authorized Liebherr dealer.