

## MVP GROUP - GENERAL WARRANTY STATEMENT

### **Warranty:**

MVP Group Corp. and MVP Group LLC. (Henceforth MVP Group) warrants all new equipment installed within the United States of America (including Puerto Rico) or Canada to be free from defects in material or workmanship, under normal and proper use and maintenance as specified by MVP Group and upon proper installation and startup in accordance with the instruction's manual supplied with each unit. Warranty shall not cover standard wear and tear of parts or issues caused by improper installation or lack of basic preventative maintenance. MVP Group shall bear no responsibility for parts or labor coverage for component failure or other damages resulting from improper usage, installation, or maintenance as described in the owner's manual. For further details see Damages, Alteration and Connection sections below.

### **Warranty Specifics Per Brand / Line:**

**AXIS:** MVP Group Corp. and MVP Group LLC. (Henceforth MVP Group), (AXIS), warrants to the original purchaser of all new equipment to be free from defects in material or workmanship, under normal and regular usage and operation for a period of one (1) year following the date of original installation, but in no event can exceed eighteen (18) months from the date of shipment from the factory, unless specified otherwise.

**HYDRA-KOOL:** MVP Group Corp. and MVP Group LLC. (Henceforth MVP Group), (HYDRA-KOOL) warrants to the original purchaser of all new equipment bearing the name HYDRA-KOOL to be free from defects in material or workmanship, under normal and proper use and maintenance service as specified by MVP Group and upon proper installation and start-up in accordance with the instruction packet supplied with each unit. MVP Group obligation under this warranty is limited to a period of one (1) year from the date of original installation, but in no event can exceed eighteen (18) months from the date of shipment from the factory, unless specified otherwise.

**KOOL-IT:** MVP Group Corp. and MVP Group LLC. (Henceforth MVP Group), (KOOL-IT) warrants to the original purchaser of all new KOOL-IT units to be free from defects in material or workmanship, under normal and proper use and maintenance service as specified by MVP Group and upon proper installation and start-up in accordance with the instruction packet supplied with each unit. MVP Group's obligation under this warranty is limited to a period from the date of original installation.

- Three-year parts and labor warranty. Additional two-year warranty on compressor (part only).
  - All KBSR, KBSF, KTSR, KTSF, KST, KSTM, KPT, KCB, KUCR and KUCF models.
- Two-year parts and labor warranty. Additional three-year warranty on compressor (part only).
  - All KGM, KSM and KGF models.
- One-year parts and labor. Additional four-year warranty on compressor (part only).
  - All KOM, KBF, KCD and KII models.

**IKON (REFRIGERATION):** MVP Group Corp. and MVP Group LLC. (Henceforth MVP Group), (IKON REFRIGERATION) warrants, to the original purchaser, all of its new IKON Refrigeration equipment to be free from defects in material or workmanship, under normal use and maintenance service, for a period of two (2) years from the date of original purchase, or 30 months after shipment date from MVP Group, whichever occurs first. Warranty coverage is limited to the repair and/or replacement, including labor charges, and travel charges within 100 miles (160 Km.) round trip.

In addition to the two (2) year warranty stated above, MVP Group warrants its compressor units to be free from defect in both material and workmanship under normal and proper use and maintenance service for a period of three (3) additional years from the date of original installation but not to exceed five (5) years and three months after shipment from MVP. The three-year extended compressor warranty applies to the compressor only, no labor.

**IKON (COOKING):** MVP Group Corp. and MVP Group LLC. (Henceforth MVP Group) (IKON COOKING) warrants, to the original purchaser, all of its new IKON Cooking equipment to be free from defects in material or workmanship, under normal use and maintenance service, for a period of one (1) year from the date of original purchase, or 18 months after shipment date from MVP Group, whichever occurs first. Warranty coverage is limited to the repair and/or replacement, including labor charges, and travel charges within 100 miles (160 Km.) round trip.

A special warranty covers the IGF series. These units carry the regular one (1) year parts and labor plus an additional fry tank warranty to the original end user only; if the fry tank leaks within the first two (2) years of operation due to a manufacturing defect, as confirmed by an MVP Group authorized service agent, MVP Group shall replace the fryer in its entirety. Any associated freight and/or installation charges shall not be included with the replacement. Exceptions to above warranty are: (A) Damages resulting from shipping, handling, or abuse. (B) Incorrect installation and/or connections. (C) Adjustments or calibration of any thermostats or timers. (D) Faults due to

lack of regular maintenance or cleaning of any internal or external part(s). (E) Replacement of any wearable items such as: baskets, grills, knobs, etc. (F) Excessive soot accumulation due to poor gas conditions. (G) Poor results due to: excessive or inadequate temperature(s) or gas pressure conditions (H) Failure to follow manual's lighting instructions, maintenance and/or usage.

Ovens CANNOT be installed on control side (right side) next to any high temperature heat source including but not limited to fryers, ranges, griddles, etc. Such installation will result in IMMEDIATE termination of factory warranty. If you have any questions, please contact MVP Tech Support at TechSupport@MVPGroupCorp.Com.

**SIERRA:** MVP Group Corp. and MVP Group LLC. (Henceforth MVP Group), (Sierra Range, hereby referred to as "SIERRA"), warrants, to the original purchaser, all of its new equipment bearing the name "SIERRA" to be free from defects in material or workmanship, under normal and regular usage and operation for a period of one (1) year following the date of original installation, but in no event can exceed eighteen (18) months from the date of shipment from the factory, unless specified otherwise.

**PRIMO:** MVP Group Corp. and MVP Group LLC. (Henceforth MVP Group) (Primo) warrants, to the original purchaser of all new cooking equipment bearing the "PRIMO" under normal and regular usage and operation for a period of one (1) year following the date of original installation, but in no event can exceed eighteen (18) months from the date of shipment from the factory, unless specified otherwise.

**JET-TECH:** MVP Group Corp. and MVP Group LLC. (Henceforth MVP Group), (Jet-Tech) warrants, to the original purchaser, all of its new washers bearing the name "Jet-Tech" to be free from defects in material or workmanship, under normal and regular usage and operation, for a period of one (1) year following the date of original installation, (unless specified otherwise) but in no event can exceed eighteen (18) months from the date of shipment from the factory. Exception: Model F-14 - 90 days labor & 1 year parts.

#### **Terms Applicability:**

Any parts covered under warranty that is determined by MVP Group to have been failed to perform its duty, non-functioning or malfunctioning within the specified applicable warranty time frame, is limited to the repair or replacement, including labor charges, of failed to perform its duty, non-functioning or malfunctioning parts or assemblies. The labor warranty shall include standard straight time labor charges only and reasonable travel time, as determined by MVP Group service provider agreement. Please refer to the brand in question for full warranty details.

#### **Claims & Limitations:**

All claims for labor or parts and/or both must be made directly through MVP Group. All claims should include model number and serial number of units, proof of purchase, date of installation, and all pertinent information supporting the existence of the alleged defect. In case of warranted compressor, the original purchaser must provide a technical report to MVP Group stating the part is failed to perform its duty, non-functioning or malfunctioning. All claims should be filed within 30 days of completed repair or the warranty claim could be refused.

All other warranties, either express or implied, arising under law or equity or custom of the trade, including but not limited to, warranties or merchantability or fitness for a particular purpose, are excluded. MVP Group's liability on any claim, including but not limited to negligence, shall not exceed the price of the equipment that gives rise to the claim. In no event shall MVP Group be liable for any other damage or loss, including, but not limited to, loss of products, loss of profits, loss of sales, loss of use of equipment, claims of Buyer's customers, cost of capital, cost of down time, cost of substitute equipment, facilities, or services, or any other special, incidental, or consequential damages regardless of whether or not they result from equipment failure.

Warranty Limitation. This part and labor warranty is the sole warranty policy offered by MVP Group. MVP Group's sole obligation under this warranty at its discretion is limited to either repair or replacement of parts and is subject to the limitations listed below.

#### **Non-Transferrable:**

This warranty is not assignable and applies only in favor of the original purchaser/user to whom the equipment was delivered. Any such assignment or transfer shall void the warranties herein and shall void all warranties, express or implied, including any warranty of merchantability or labor coverage for component failure.

#### **Alteration, neglect, misuse, abuse, accident, damage during transit or installation, vandalism, terrorism, wind, flood, fire, or Acts of God:**

MVP Group is not responsible for the repair or replacement of any parts that are determined to have been subjected after the date of manufacture to alteration, neglect, misuse, abuse, accident, damage during transit or installation, vandalism, terrorism, wind, flood, fire,

or Acts of God. Furthermore, MVP Group is not responsible for the repair or replacement of any unit which is found to have used non-factory specified and/or original components.

**Improper electrical, water or gas connection, connection maintenance and equipment maintenance:**

MVP Group is not responsible for the repair or replacement of failed or damaged equipment and/or components resulting from improper installation and maintenance of either electrical, water or gas connections and their maintenance as it relates to the usage of equipment.

**Warranty and Service Coverage:**

This warranty does not apply to, and MVP Group is not responsible for, any warranty claims made on products sold or used outside the United States of America, Puerto Rico, and Canada. Parts are exempt, however, in case of warranted parts, the original purchaser must provide a technical report to MVP Group stating the part is failed to perform its duty, non-functioning or malfunctioning.

*For rural areas, MVP Group will cover up to a maximum of 2 hours travel time and diagnostics time allowance of 1.5 hours. Should additional time be needed, written approval is required.*

**Food Trucks, Food Trailers and Mobile Kitchens:**

Twelve (12) Months Limited Parts & Labor Warranty: MVP Group provides twelve (12) months limited parts and labor warranty from the time of purchase for any new equipment that is installed in any kind of mobile vehicles, not limited to, trucks, trailers, food trucks, or boats. MVP Group assumes no liability for parts or labor coverage for component failure or other damages resulting from installation in non-commercial or residential building applications. Any equipment that has been altered, modified or utilized in any manner other than how the equipment has originally been designed, or to be used will have the warranty nullified and voided automatically. Application of this exception to MVP Group's general warranty policy is wholly under MVP Group's discretion.

**Residential:**

MVP Group assumes no responsibility nor liability for any parts, or labor coverage for component failure, or other damage for units installed in residential and/or non-commercial applications. MVP Group equipment is intended for commercial use only and this warranty is void if the equipment is installed anywhere other than commercial applications.

*Returns effective as of January 1<sup>st</sup>, 2020*