

## VESTA WARRANTY STATEMENT

Vesta (Guangzhou) Catering Equipment Co., Ltd. (“Vesta”) warrants that it will convey each Vesta-manufactured product referencing this Warranty Statement (each such product, the “Product”) free and clear of all liens, security interests and encumbrances created by, through or under Vesta. Vesta further warrants that for a period of 2 years from the date of manufacture (the “Warranty Period”), under normal use and given proper installation and maintenance as determined by Vesta, the Product: (a) will conform to mutually agreed upon written specifications or other descriptions provided by Vesta; and (b) will be free from substantial defects in material and workmanship.

In the event of a breach of the warranties set forth above (the “Warranties”), Vesta will, at Vesta’s option and as Vesta’s sole liability and Purchaser’s sole remedy, repair, replace or credit Purchaser’s account for, any Product that fails to conform to the Warranties, provided that (i) during the Warranty Period Vesta is promptly notified in writing upon discovery of such failure with a detailed explanation of any alleged deficiencies; (ii) Vesta is given a reasonable opportunity to investigate all claims; (iii) Vesta’s examination of such Product confirms the alleged deficiencies and that the deficiencies were not caused by accident, misuse, neglect, normal wear and tear, improper installation, unauthorized alteration or repair or improper testing, and (iv) with respect to any repair, Purchaser is responsible for time and travel charges in excess of 50 miles of an authorized service agency. No Products may be returned to Vesta until inspection and approval by Vesta.

The Warranty against defects does not apply to: (1) consumable components or ordinary wear items; (2) use of the Product with equipment, components or parts not specified or supplied by Vesta or contemplated under the Product documentation; (3) periodic maintenance of equipment, including but not limited to lubrication, replacement of worn blades, knives, stones, knobs, accessories and miscellaneous expendable supply items, and other adjustments required due to installation set-up or normal wear, (4) adjustments such as calibrations, leveling, tightening of fasteners or utility connections normally associated with original installation, or (5) steam equipment supplied with any water filtration system. Thermostats on ranges must have a calibration attempt made before a replacement will be covered under the foregoing Warranties.

The length of the “Warranty Period” for the following items is modified as follows: (A) rubber seals, light bulbs and gaskets: 90 days; (B) original Vesta replacement parts (other than those otherwise expressly listed in this paragraph): 90 days; and (C) fryer tanks: 5 years.

EXCEPT AS SET FORTH HEREIN, VESTA MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE). The Warranties are given only to the first purchaser from a Vesta-authorized channel of distribution, and these Warranties are not given to subsequent transferees or owners. Vesta does not recommend or authorize the use of any Product in a non-commercial application, including but not limited to residential use, or outside the United States or Canada. The use or installation of any Product in non-commercial applications and/or outside of the United States and Canada renders all warranties, expressed or implied, including the warranties of merchantability and fitness for a particular purpose, null and void, including any responsibility for damage, costs and legal actions resulting from the use or installation of Product in any non-commercial setting or outside the United States and Canada.