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### **YUM! BRANDS EQUIPMENT AND PARTS WARRANTY**

This warranty applies to fryers ("Fryers") manufactured by Winston Products Company ("Winston") and is extended to any purchaser, lessee or successor purchaser (collectively "Purchaser").

1. Winston warrants that at the time of delivery to the Purchaser, the Fryers (i) will be fit for the particular purpose of use as a pressure or open fryer for the preparation of food products as specified by the Yum System, (ii) shall conform to the specifications for the Fryers provided by Yum ("Specifications"), and (iii) shall be of merchantable quality.
2. Winston warrants all parts of the Fryers, except for fryer baskets, gaskets, lamps, hoses, and power cords, to be free from defects in materials, workmanship and design for two (2) years after the initial purchase. Should any of these warranted parts prove defective in materials, workmanship or design, Winston, at its option, will promptly repair or replace them.
3. Winston warrants the Pressure Parts<sup>1</sup> as follows:
  - a. Pressure Parts shall be free from defects in materials, workmanship and design for ten (10) years after the initial purchase; should any of the pressure parts prove defective in materials, workmanship or design, Winston, at its option, will promptly repair or replace them, and
  - b. After the expiration of the ten (10) year warranty for Pressure Parts and before twenty-five (25) years after the initial purchase, should any of the Pressure Parts prove to be defective in materials, workmanship or design that existed at the time of original delivery of the fryer and which create a significant risk of a serious personal injury accident, Winston, at its option, will repair or replace them.
4. These warranties do not apply to Fryers or parts thereof that have become defective as a result of normal aging, wear, misuse, abuse or lack of reasonable maintenance.
5. The above warranties cover labor for removal and installation of replacement part(s) for one (1) year from the date of the initial equipment purchase except for gaskets, hoses, lamps, power cords, and fryer baskets. This warranty includes travel time not to exceed two (2) hours and mileage not to exceed fifty (50) miles or one hundred (100) miles round trip.
6. There is a one (1) year parts only warranty on the following replacement parts: elements, probes, lids, controllers, solenoids, and contactors purchased from Winston, and a 90 day parts only warranty for all other replacement parts purchased except for gaskets, hoses, lamps, power cords, and fryer baskets.
7. Winston recommends that the Fryers be installed, used, operated, cleaned and maintained in accordance with use and care instructions, warnings, manuals, safety notices and/or instructions from Winston, that all personnel be thoroughly trained before operating the Fryers and that only Winston replacement parts be used.
8. Winston has limited liability for incidental or consequential damages and other obligations as agreed in its Supplier Business Relationship Agreement ("SBRA") with the UFPC. **FOR MORE INFORMATION ON YOUR WARRANTY RIGHTS, CALL RSCS'S VICE PRESIDENT, EQUIPMENT PURCHASING, 1.800.444.7868.**

**EXCEPT AS PROVIDED IN THIS WARRANTY AND THE SBRA, PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST WINSTON SHALL BE FOR THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS AS PROVIDED HEREIN AND WINSTON SHALL NOT BE LIABLE TO THE PURCHASER OR OTHERS FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**EXCEPT AS PROVIDED IN THIS WARRANTY AND THE SBRA, WINSTON EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.**

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<sup>1</sup> Pressure Parts are defined as the fry pot (including cone area), lid (excluding lid gasket), lid valve (excluding O-ring, but including spring and retainer); lid handlebar, front latch block, rear hinge block, collector (excluding gasket), vent tube (excluding O-ring), vent block assembly, and dead weight.