

North Star.

ICE MAKER WARRANTY

Warranty

North Star Ice Equipment Corporation ("North Star") hereby warrants, to the original purchasing end user only ("Customer"), that: (i) the freezing surface of drum-type flake ice making evaporators of North Star's own manufacture will be **free from defects or leaks in the evaporator caused by materials and workmanship for the life of the ice maker**; and (ii) all other components of ice making evaporators of North Star's own manufacture will be **free of defects in materials and workmanship for a period of three years after the date of shipment**. If at any time during this warranty period it is established that any such equipment is defective, then subject to the requirements and limitations below, North Star, at its option, will repair or replace the defective components and return those components to Customer, but will not be responsible for installing any components. Customer acknowledges and agrees that North Star's fulfillment of its obligations under this warranty provision will constitute full performance of all of North Star's obligations to Customer relating to that product.

Components and Parts Warranties

Finished products and accessories, including without limitation motors, pumps, refrigerant controls, and electrical components, that North Star purchases as finished components from other manufacturers are warranted only to the extent that the manufacturer's warranty to North Star remains in effect following the integration of those components into North Star products and the sale to Customer. North Star's obligation with respect to any such components is limited to requesting warranty coverage, if still in effect, from the manufacturer of the component.

Notification and Return of Defective Equipment

To qualify for warranty consideration, Customer must notify North Star of the defects in writing and with photographic documentation immediately upon discovery and within the warranty period, and Customer must return all defective components to North Star immediately thereafter at Customer's expense.

Limitations and Exclusions

This warranty applies only when the North Star product has been properly installed, maintained, and operated under normal use and service and in compliance with North Star's instructions, specifications, and recommendations. This warranty does not cover defects caused by corrosion, normal wear and tear, refrigeration system malfunctions, normal deterioration, misuse, mechanical abuse, modification, improper adjustment of any ice removal tool, or damage caused by harmful chemicals.

The obligations and liability of North Star under this warranty do not include any travel costs, labor costs, costs of disassembly, or other expenses, costs, or charges beyond the cost of repair or replacement of the defective components. In particular and without limitation, North Star will not be liable for: (i) any losses; (ii) any damages, whether direct, indirect, incidental, or consequential, and whether of Customer, Customer's agents, or any third party; (iii) any delays or increased expenses caused by the failure of the product or any defect in that product; or (iv) if a unitary self-contained refrigeration package, any refrigerant loss from the unit that occurs after the product departs North Star's point of manufacture.

This warranty will be voided by: (i) any operation of any product beyond its rated capacity; (ii) any operation of the product by untrained or unqualified personnel; (iii) the improper use or application of any product; (iv) the substitution upon any product of parts not approved by North Star; (v) any repairs not made by North Star or an authorized North Star dealer or service technician; (vi) Customer's failure to pay North Star when due any amount owed to North Star by Customer relating to the product; (vii) any re-surfacing or re-boring that has been done to the freezing surface; or (viii) the use of water for ice making other than drinking water approved for human consumption, unless the product was specifically manufactured to use seawater. Without limitation to the foregoing, North Star is not responsible for the structural integrity, ice making performance, or regulatory compliance of any evaporator that has been re-surfaced or re-bored.

THIS WARRANTY IS EXCLUSIVE AND EXPRESSLY IN LIEU OF AND DISCLAIMS ALL EXPRESS WARRANTIES NOT STATED HEREIN OR IN THE CORRESPONDING SALES ORDER ACKNOWLEDGEMENT. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, AND NORTH STAR SPECIFICALLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ALL OTHER IMPLIED WARRANTIES IN LAW OR IN EQUITY AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF NORTH STAR.

9/9/09

NORTH STAR ICE EQUIPMENT CORPORATION ♦ PO BOX 80227 ♦ SEATTLE, WA 98108