

## LIMITED WARRANTY

Angel Equipment LLC ("Seller"), an Illinois Limited Liability Company with its principal place of business at 1941 Johns Drive, Glenview, IL 60025, warrants to the original registered end-user commercial purchaser ("Buyer") that the **Pie, Cookie, Pizza or Tart forming die(s)** ("Product") sold to the Buyer will be free of defects in materials and workmanship (ordinary wear and tear excepted) for the time periods set forth below:

Die components, including heaters, temperature switches and wiring are warranted for **six (6) months** from the date of shipment of the Product from the Seller's plant ("Shipment"). All die(s) are custom fabricated to customer specification, but must be maintained in accordance with the Seller's instructions regarding cleanliness and overhaul found in the Owner Manual supplied with each Dough Forming machine ("Machines") manufactured by Angel Equipment LLC.

Die components used on Machines not manufactured by Angel Equipment LLC or its predecessor Angel Equipment & Supply Incorporated are warranted for **ninety (90) days** from the date of shipment of the Product from the Seller's plant ("Shipment"). All die(s) are custom fabricated to customer specification, but must be maintained in accordance with the Seller's instructions regarding cleanliness and overhaul found on the website [www.angelequipment.net](http://www.angelequipment.net).

Wear components such as springs, stripper pins, seals and other associated items are not covered by this warranty.

**Remedies.** Seller's obligation under this Limited Warranty is limited to repairing or replacing, at Seller's option, any part which is determined by Seller to be defective during the applicable warranty period. Such repair or replacement shall be the Seller's sole obligation and the Buyer's exclusive remedy under this Limited Warranty.

**Claims.** Claims under this Limited Warranty must be made (i) within **seven (7) days** after discovery and (ii) prior to expiration of the applicable warranty period. Claims shall be made in writing delivered to the Seller at the address provided in the first paragraph of this warranty or to the Angel Equipment Dealer identified on the Limited Warranty Registration filed by Buyer with Seller (the "Dealer"). Buyer must allow Seller and Dealer, or their agents, a reasonable opportunity to inspect any Product claimed to be defective and shall, at Seller's option, either (x) grant Seller and Dealer or their agents access to Buyer's premises for the purpose of repairing or replacing the Product or (y) return of the Product to the Seller, f.o.b. Seller's factory.

**Registered Buyer.** This Limited Warranty is made to the original registered Buyer of the Product and is not assignable or transferable. To register this Limited Warranty, the original Buyer must complete the Limited Warranty Registration at the end of this Limited Warranty and send a photocopy of this Limited Warranty to the Seller, at the address provided in the first paragraph of this Limited Warranty. This Limited Warranty shall not be altered or amended except in a written instrument signed by Buyer and Seller.

**Not Warranted.** Seller does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, damages that result directly or indirectly from: (i) the unauthorized modification or repair of the Product, (ii) damage due to misuse, neglect, accident, failure to provide necessary maintenance, or normal wear and tear of the Product, (iii) failure to follow Seller's instructions for installation, operation or maintenance of the Product, (iv) use of the Product in a manner that is inconsistent with Seller's guidelines, local building codes or FDA standards, , (v) fire, flood, earthquake, elements of nature or acts of God, riots, civil disorder, war, or any other cause beyond the reasonable control of Seller, (vi) improper handling, storage, abuse, or neglect of the Product by Buyer or by any third party.

**DISCLAIMERS.** THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AND THE SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO THE PRODUCTS SOLD OR SERVICES RENDERED BY THE SELLER, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO.

**LIMITATION OF LIABILITY.** IN NO EVENT WILL SELLER BE RESPONSIBLE FOR, OR LIABLE TO ANYONE FOR, SPECIAL, INDIRECT, COLLATERAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Such excluded damages include, but are not limited to, personal injury, damage to property, loss of goodwill, loss of profits, loss of use, cost of cover with any substitute product, interruption of business, or other similar indirect financial; loss.

**Product Descriptions.** Any description of the Products, whether in writing or made orally by the Seller or the Seller's agents, including specifications, samples, models, bulletins, drawings, diagrams, engineering or similar materials used in connection with the Buyer's order, are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by the Seller or the Seller's agents regarding the use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed to be such in writing by the Seller.

**Limited Warranty Void.** This Limited Warranty shall be void in its entirety if:

- (a) The Product is modified in a manner not approved in writing by Seller; or
- (b) Buyer fails to maintain the Product in accordance with instructions contained ion the Owners Manual for the Product; or
- (c) The following Limited Warranty Registration is not returned to Seller within thirty (30) days following the date of Installation or first use by the Buyer, whichever is shorter.

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#### LIMITED WARRANTY REGISTRATION CARD

**Buyer must complete and return this Limited Warranty Registration to Angel Equipment LLC, 1941 Johns Drive, Glenview, IL 60025, within 30 days following the date of installation or first use, whichever is shorter.**

Machine Type:	_____
Serial Number:	_____
Die Type, Part Number and Size:	_____
Purchase Order Number:	_____
Buyer's Name (original commercial customer):	_____
Installation Address:	_____
Date of Installation:	_____
Name of Dealer/Installer:	_____
Address of Dealer/Installer:	_____
Signature of Dealer/Installer:	_____

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