

**SLUSH PUPPIE  
A DIVISION OF: THE ICEE COMPANY  
LIMITED WARRANTY**

SLUSH PUPPIE FROZEN DRINK DIVISION (SELLER) warrants to the original purchaser (BUYER) that from date of purchase the following component parts of each FREEZER sold by SELLER after January 1, 2001 (unless excluded or until further notice) shall be free from defect in material or workmanship:

Compressors \* Electrical Components \* Steel Parts  
Eighteen (18) Months

If any such component defect is discovered within the warranty period, SELLER shall repair or replace the component free of charge, subject to verification of the defect. Disassembly, shipping, packaging, return shipping, reassembly and insurance shall be prepaid by BUYER. SELLER may designate the place to send the component. BUYER claiming under this limited warranty must follow the EQUIPMENT RETURN PROCEDURE as directed by SELLER, following a return authorization. BUYER must show proof of the date and place of purchase. At SELLER's option, components claimed defective by BUYER may be inspected at BUYER's location, or, if authorized, returned to SELLER.

This warranty does not apply to defects of physical damage resulting from shipping, failures which are caused by using products not supplied by SELLER, failures which result from any improperly used product, accident, misuse, abuse, neglect, accident mishandling, misapplication, modification, improper repair, alteration, damage by excessive cold, heat, or acts of God. Warranty does not cover finish or appearance or items damaged in route to SELLER for repair.

**LIMITS and EXCLUSIONS:** There are no express warranties except as listed above. The SELLER makes no warranty that the goods sold hereunder shall be merchantable or that such goods shall be fit for any particular purpose. SELLER's sole responsibility and the BUYER's exclusive remedy hereunder shall be limited to such component replacement, exclusive to installation, shipment, or other charges or, if necessary in the reasonable judgment of the SELLER, a return or credit of the allocated value for that particular warranted component of the FREEZER only, without interest. Material returned without authorization from SELLER may be returned to BUYER at BUYER's expense or otherwise disposed of by SELLER. SELLER shall solely determine those components to be included as warranted and make absolutely no warranty whatsoever with respect to the non-warranted components of the FREEZER, equipment or components not expressly included above or for components not supplied by SELLER.

This warranty is in lieu of all other agreements and warranties, general or special, express or implied, and no representative or person is authorized to assume liability in connection with the sale or use of any FREEZER. **SLUSH PUPPIE CORPORATION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF ANY FREEZER OR OTHER PRODUCT, OR ARISING OUT OF ANY BREACH OF THE WARRANTY, WARRANTIES ARE LIMITED ONLY TO THE ABOVE IDENTIFIED FREEZER COMPONENT PARTS AND ONLY FOR THE ABOVE WARRANTY PERIODS.**

Some states do not allow limitations on how long implied warranties last and do not allow exclusion or incidental or consequential damages so that above limitation and exclusions may not apply to you. This warranty gives you specific legal right and you may also have other rights that may vary from state to state.

The ICEE Company  
1205 South Dupont Ave.  
Ontario, CA 91761  
909-390-4233