

EQUIPMENT LIMITED WARRANTY

Avamix warrants its equipment to be free from defects in material and workmanship for a period of 90 days. This is the sole and exclusive warranty made by Avamix covering your Avamix brand equipment. A claim under this warranty must be made within **90 days** from the **date of purchase** of the equipment. Only the equipment's original purchaser may make a claim under this warranty. Avamix reserves the right to approve or deny the repair or replacement of any part or repair request. The warranty is not transferable. Avamix Equipment installed in/on a food truck or trailer will be limited to a period of **30 days** from the original date of purchase.

For Warranty Inquiries:

To obtain warranty information or make a claim against this warranty, please contact the location where you purchased the product:

- **WebstaurantStore.com:** Call 717-392-7472. You must have your order number ready when contacting.
- **The Restaurant Store:** Please contact your local store directly.
- **TheRestaurantStore.com:** Call 717-392-7261. You must have your order number ready when contacting.
- **Clark Food Service Equipment, PRO Marketplace, Hometown Provisions:**
Please contact your account manager directly. If you do not know your account manager, please call 717-392-7363 for CFSE and Pro Marketplace or 717-464-4165 for Hometown Provisions

Failure to contact the designated location prior to obtaining equipment service may void your warranty.

Avamix makes no other warranties, express or implied, statutory or otherwise, and **HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.**

This Limited Warranty does not cover:

- Equipment sold or used outside the Continental United States
- Use of unfiltered water (if applicable)
- Avamix has the sole discretion on wearable parts not covered under warranty
- Equipment not purchased directly from an authorized dealer
- Equipment used for residential or other non-commercial purposes
- Equipment that has been altered, modified, or repaired by anyone other than an authorized service agency
- Equipment where the serial number plate has been removed or altered.
- Damage or failure due to improper installation, improper utility connection or supply, and issues resulting from improper ventilation or airflow.
- Defects and damage due to improper maintenance, wear and tear, misuse, abuse, vandalism, or Act of God.

Any action for breach of this warranty must be commenced within 90 days of the date on which the breach occurred. No modification of this warranty, or waiver of its terms, shall be effective unless approved in a writing signed by the parties. The laws of the Commonwealth of Pennsylvania shall govern this warranty and the parties' rights and duties under it. Avamix shall not under any circumstances be liable for incidental or consequential damages of any kind, including but not limited to loss of profits.

