

Limited Warranty

1. **Warranty Against Defects:** AVANTCO warrants its equipment to be free from defects in material and workmanship.
2. **Only Warranty:** This is the sole and exclusive warranty made by AVANTCO covering your AVANTCO brand equipment.
3. **Exclusive Remedy:** Your sole and exclusive remedy for breach of this warranty shall be replacement of covered equipment at no cost to you.
4. **Warranty Claim Period:** A claim under this warranty must be made within six months from the date of purchase of the equipment.
5. **Who may Make a Warranty Claim:** Only the equipment's first retail purchaser may make a claim under this warranty. It is not transferable.
6. **To Make a Warranty Claim:** To file a warranty claim, contact WebstaurantStore. A Customer Solutions Specialist will walk you through possible troubleshooting steps. If troubleshooting does not resolve the issue, WebstaurantStore will determine whether the product needs to be replaced according to the warranty provisions. A Customer Solutions Specialist will also advise whether a product that is deemed defective needs to be returned to WebstaurantStore for inspection. If a return is necessary, WebstaurantStore will provide a prepaid return shipping label. Once the defective product is in transit back to a WebstaurantStore warehouse, a replacement can be shipped to the original shipping address on the order.
7. **Disclaimer:** Except as provided in paragraph 1, above, AVANTCO 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.**
8. **Exclusions:** This Limited Warranty does not cover:
 - Equipment sold or used outside the [continental] United States
 - Equipment used for residential or other non-commercial purposes
 - Accidental damage
 - Defects or damage caused by carelessness or because the equipment was improperly installed or set-up, or was used or operated in a manner contrary to the manufacturer's operating instructions or without required supervision
 - Defects and damage due to improper maintenance, wear and tear, misuse, abuse, vandalism, or Act of God.
9. **Limitation of Actions:** Any action for breach of this warranty must be commenced within one year of the date on which the breach occurred.
10. **No Oral Modification or Waiver:** No modification of this warranty, or waiver of its terms, shall be effective unless approved in a writing signed by the parties.
11. **Governing Law:** The laws of the Commonwealth of Pennsylvania shall govern this warranty and the parties' rights and duties under it.
12. **Damages Disclaimer:** AVANTCO shall not under any circumstances be liable for incidental or consequential damages of any kind, including but not limited to loss of profits.
13. **Binding Arbitration:** Any controversy or claim arising out of or relating to this Limited Warranty, or the breach thereof, shall be settled by arbitration administered by the Lancaster, PA office of the American Arbitration Association (www.adr.org; 800-778-7879) in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
14. **Notice:** Any notice required under this warranty shall be directed to WebstaurantStore at: help@webstaurantstore.com
15. **Customer Service:** For Customer Service or if you have questions about the warranty, contact us at help@webstaurantstore.com