

# **WARRANTY CLEAR BOWL SLUSH & GRANITA**

## **1. Scope:**

Stoelting, LLC warrants to the first user (the “Buyer”) that the compressors in Stoelting Frozen Uncarbonated Beverage (FUB) freezers will be free from defects in materials and workmanship under normal use and proper maintenance appearing within five (5) years, and that the electronic board will be free from defects in material and workmanship under normal use and proper maintenance appearing within three (3) years, and that all other components of such equipment will be free from defects in material and workmanship under normal use and proper maintenance appearing within two (2) years after the date that such equipment is purchased.

## **2. Disclaimer of Other Warranties:**

**THIS WARRANTY IS EXCLUSIVE; AND STOELTING HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.**

## **3. Remedies:**

Stoelting’s sole obligations, and Buyer’s sole remedies, for any breach of this warranty shall be the repair or (at Stoelting’s option) replacement of the affected component at Stoelting’s plant in Kiel, Wisconsin, or (again, at Stoelting’s option) refund of the purchase price of the affected equipment, and, during the first twelve (12) months of the warranty period, deinstallation/reinstallation of the affected component from/into the equipment. Those obligations/remedies are subject to the conditions that Buyer (a) signs and returns to Stoelting, upon installation, the Checklist/Warranty Registration Card for the affected equipment, (b) gives Stoelting prompt written notice of any claimed breach of warranty within the applicable warranty period, and (c) delivers the affected equipment to Stoelting or its designated service location, in its original packaging/crating, also within that period. Buyer shall bear the cost and risk of shipping to and from Stoelting’s plant or designated service location.

## **4. Exclusions and Limitations:**

This warranty does not extend to parts, sometimes called “wear parts”, which are generally expected to deteriorate and to require replacement as equipment is used, including as examples but not intended to be limited to o-rings, gaskets, and drive belts. All such parts are sold

**AS IS.**

Further, Stoelting shall not be responsible to provide any remedy under this warranty with respect to any component that fails by reason of negligence, abnormal use, misuse or abuse, use with parts or equipment not manufactured or supplied by Stoelting, or damage in transit.

**THE REMEDIES SET FORTH IN THIS WARRANTY SHALL BE THE SOLE LIABILITY STOELTING AND THE EXCLUSIVE REMEDY OF BUYER WITH RESPECT TO EQUIPMENT SUPPLIED BY STOELTING; AND IN NO EVENT SHALL STOELTING BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FOR BREACH OF WARRANTY OR OTHER CONTRACT BREACH, NEGLIGENCE OR OTHER TORT, OR ON ANY STRICT LIABILITY THEORY.**