

# WARRANTY STATEMENT

## APPLICABLE TO ALL PRODUCTS SOLD WITHIN THE UNITED STATES AND CANADA

Glastender, Inc. warrants all products to be free of defects in material and workmanship. One-year labor and parts warranty applies to all glasswashers, self-contained refrigeration models, and BDS model bottle disintegration units. In established areas, a start up is included with GT-24 and GT-30 model glasswashers. Warranty is effective for one year from the date of installation or up to 18 months from date of factory shipment, whichever occurs sooner. Glastender, Inc. will replace any part or assembly found defective under normal use and service.

For warranty labor claims beyond 15 months from the date of factory shipment, proof of date of installation or occupancy must be provided. Authorization for labor must be obtained from Glastender within the warranty period and prior to the service being performed.

Labor warranty applies to the 50 states of the USA and Canada only.

Remote refrigeration models and beer line chillers include a one-year parts warranty only. There is no labor warranty on these products.

Field replacement parts not covered under the original warranty include a 90-day part warranty from the date of installation.

**FOUR YEAR ADDITIONAL COMPRESSOR WARRANTY:** Glastender will warrant to the original user the compressor for all self-contained refrigeration models for an additional four years following the regular one-year warranty period. This plan applies to the compressor only.

A completed warranty claim form **MUST** accompany all returned defective parts or assemblies. Upon request, a defective part or assembly must be returned to Glastender, Inc., Saginaw, Michigan, with all transportation and delivery charges prepaid. Warranty repairs or replacements will be shipped FOB factory in Saginaw, Michigan. Reimbursement for applicable freight charges covers ground service only.

Glastender provides in-warranty repairs during a service company's regular working days and hours. There is no provision for payment of a premium rate during "overtime" hours. When warranty service is requested during other than normal working hours, the end user will be charged the premium portion of the overtime rate.

The warranty covers substantiated travel expenses for up to 2 hours / 100 miles round trip up to a maximum of \$150. Any additional costs due to installations that require extra work, time, or travel to gain access for service are the sole responsibility of the equipment purchaser. Any exceptions to these travel and access limitations must be pre-approved by a factory representative.

The warranty does not cover door gaskets, chemical tubing, pump squeeze tubing, and/or any equipment subjected to accidents, freight damage, alterations from the original design, improper power and/or plumbing hookups, improper chemical use, general misuse, or lack of routine required maintenance as determined by Glastender, Inc. Installation, normal control adjustments, general maintenance, correcting an installation error, or service calls that reveal the unit is functioning normally will not be reimbursed under warranty.

Condenser coils on self-contained refrigeration products must be cleaned regularly. Failure to provide adequate air flow to a refrigeration unit will void the warranty.

Glastender shall not be liable for loss of use, revenue, or profit, or for any other indirect, incidental, special, or consequential damage including, but not limited to, product spoilage or loss.

This warranty is conditioned upon Glastender receiving notice of any defect subject to this warranty within sixty (60) days of its discovery by the end user or dealer. All products are warranted only for the initial place of installation. Removal of a product automatically terminates this warranty.

### SECOND YEAR EXTENDED PARTS & LABOR WARRANTY:

Glastender's one-year parts and labor warranty on self-contained refrigeration units, excluding beer line chillers, can be extended to two years with the purchase of a two year parts and labor warranty. Specify part number EWR2 (\$150 net price) when ordering.

EXPORT WARRANTY - One year parts only.

### EXCLUSION OF WARRANTIES

EXCEPT AS PROVIDED ABOVE, GLASTENDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

### LIMITATION OF REMEDIES AND DAMAGES

If Buyer makes a valid and timely claim as outlined above, Glastender's liability and Buyer's remedies under this agreement will be limited solely to labor charges authorized and/or replacement or credit, at Glastender's option, with respect to Products returned at Buyer's expense within thirty (30) days after warranty repair. GLASTENDER'S LIABILITY WILL IN NO EVENT BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE RETURNED PRODUCTS. GLASTENDER WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LABOR COSTS EXCEPT AS COVERED UNDER OUR WARRANTY, LOST PROFITS OR THE LOSS OF PERISHABLE PRODUCTS RESULTING FROM THE USE OF OR INABILITY TO USE OUR PRODUCTS OR FROM OUR PRODUCTS' INCORPORATION INTO OR BECOMING A COMPONENT OF ANY OTHER PRODUCT. NEITHER PARTY WILL HAVE ANY NEGLIGENCE OR OTHER TORT LIABILITY TO THE OTHER, OR TO ANY THIRD PARTY, ARISING FROM ANY BREACH OF THIS AGREEMENT.

### GOVERNING LAW - JURISDICTION

The terms and conditions of an order are to be governed and construed according to the laws of the State of Michigan, without regard to conflict of laws principles. Buyer hereby consents to the jurisdiction and venue of the courts located in Saginaw County, Michigan.

No representative, distributor, dealer, or any other person is authorized to modify this warranty. This warranty replaces all other written or verbal warranties.

NOTE: Glastender, Inc.'s policy of constant quality improvement means that prices, specifications, and policies are subject to change without notice. Questions regarding this warranty should be directed to Glastender's Warranty Administrator.

08-27-19

## **IMPORTANT!!**

### Attention Service Companies

Please review the important warranty information on this page. If you believe a service call should be covered by the factory, please call the factory for authorization between 8AM and 5PM EST, Monday through Friday.