



BEVERAGE DISPENSER (TEA URN) PARTS AND EQUIPMENT LIMITED COMMERCIAL WARRANTY

Schroeder America warrants to the original purchaser from Schroeder America, or its Distributors, who purchased solely for commercial or industrial uses, or for resale in the ordinary course of business, that each of the Products covered by this Commercial Warranty shall be free from defects in material and or workmanship, under normal and proper use and service conditions. Any Products covered by this Commercial Warranty (including components thereof) demonstrated to have been defective when shipped by Schroeder America, will be either repaired or replaced (with new or rebuilt replacement) at the sole discretion of Schroeder America. A product or component thereof covered by this Commercial Warranty supplied as Warranty Replacement will assume the balance of the Period of Warranty applicable to the original measured from the date of replacement. This Commercial Warranty does not include, and Schroeder America will not assume or pay, the expense of any repair, replacement, analysis or any other service or parts furnished by any party other than Schroeder America unless specifically authorized in writing by Schroeder America. This Commercial Warranty does not include labor for diagnosis, repair, removal, or installation on any products or components.

Products covered by this Commercial Warranty are beverage dispensing equipment (Tea Urn) manufactured or sold by Schroeder America after the date hereof (not excluded hereinafter) and this Commercial Warranty is further limited to the use of that equipment in connection with tea, juice, soft drinks and commodities for which use of the particular product has been identified by Schroeder America.

Specific exclusions to this Commercial Warranty are OEM Sales, seals, o-rings, and rubber parts, in contact with water or the product dispensed and which have become inoperative due to scale or chemical change. This Commercial Warranty also **specifically excludes** damage resulting from, abuse, accident, alteration, misuse, neglect, unauthorized repair, improper cleaning or failure to follow installation, operating or maintenance instructions.

The Period of Warranty is (i) thirty-nine (27) months from the date of manufacture, or (ii) thirty-six (24) months from the date of sale of a product covered hereby, whichever time period elapses first.

The product covered by this Commercial Warranty, or components thereof, must not be returned to Schroeder America without prior authorization. Instructions for return will be given with any such authorization. All returned products and or parts must be shipped prepaid to Schroeder America. Return shipping costs of repaired or replacement products or parts will be prepaid by Schroeder America except to original purchasers in Hawaii or Alaska, in which case Schroeder America will pay shipping costs only to Seattle, San Francisco, or Los Angeles respectively. Schroeder America will not accept collect shipments. Replaced products or parts become the property of Schroeder America. Any product or parts returned to Schroeder America under the terms of this Commercial Warranty must be accompanied by a Returned Goods Tag, properly filled out as to unit model number and serial number and detailed explanation of failure. Returned Goods Tags will be furnished by Schroeder America. Except for descriptions of size, quantity and type, which may appear on Schroeder America invoices and other written materials, and except for any statements of conformity of Schroeder America product with specification of certain industry, government or professional organizations standards, which may appear as product information disclosures in Schroeder America literature and other documents from time to time, **THIS COMMERCIAL WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

SCHROEDER AMERICA LIABILITIES ARE LIMITED SOLELY AND EXCLUSIVELY TO THE REPLACEMENT OR REPAIR OF THE DEFECTIVE PRODUCT OR REFUND OF THE PURCHASE PRICE OF SAID PRODUCT. SCHROEDER AMERICA IS NOT LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, WHETHER ANY CLAIM FOR RECOVERY IS BASED ON THEORIES OF CONTRACT, NEGLIGENCE OR TORT. Without limitation, these liabilities do not include shipping charges, labor, installation or any other losses or expenses incurred on operation or installation of any replaced, repaired, or returned product or component. In those Jurisdictions where liability for damages cannot be disclaimed, the original purchaser's recovery shall not exceed the cost of the product to which this Commercial Warranty may apply.

Schroeder America neither assumes, nor authorizes any salesperson, distributor, employee, agent, or other person to assume for it, any liability or obligation of any kind which is different from the terms of this Commercial Warranty.

SCHROEDER AMERICA MAKES NO WRITTEN WARRANTY OF ANY KIND WHATSOEVER TO ANY PURCHASER WHO BUYS FOR PERSONAL, FAMILY OR HOUSEHOLD USE.

Schroeder America may in its discretion direct an Authorized Service Center reasonably proximate to the Original Purchaser to perform its obligations under this Commercial Warranty. That Service Center may also perform such other services as the purchaser may require at purchaser's expense.