



PARTS AND EQUIPMENT LIMITED COMMERCIAL WARRANTY FOR BEVERAGE EQUIPMENT

Schroeder America does warrant to the original purchaser from Schroeder America, who purchase 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, replaced (with new or rebuilt replacement) or the purchase price thereof refunded, as Schroeder America may determine solely, in its discretion. 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, removal, or installation on any products or components.

Products covered by this Commercial Warranty include all beverage dispensing equipment 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 juice, soft drinks syrups, coffee, hot chocolate, tea or commodities for which use the particular product has been identified by Schroeder America.

Specific exclusions to this Commercial Warranty are OEM Sales, water filter cartridges, light bulbs, fuses, diaphragms, seals, o-rings, silicone or rubber parts, refrigeration access valves or related refrigeration leaks, parts in contact with water or the product dispensed and which has become inoperative due to scale or chemical change, and normal maintenance items. This Commercial Warranty will also **specifically exclude** damage resulting from improper voltage, inadequate wiring, abuse, accident, alteration, misuse, neglect, unauthorized repair, improper cleaning or failure to follow installation, operating or maintenance instructions.

The Period of Warranty is (i) one (1) year from the date of installation, or (ii) fifteen (15) months from the date of shipment by Schroeder America of a product covered hereby, whichever time period elapses first. For products incorporating a sealed refrigeration system the Period of Warranty, with respect to the sealed refrigeration system only (defined as the compressor, evaporator, condenser, and interconnection tubing [not to include access valves]), is three (3) years from the date of installation or forty (40) months from the date of shipment by Schroeder America, whichever time period elapses first.

Any claim under this Commercial Warranty must be made as promptly as is reasonable possible, but in no event later than (30) thirty consecutive calendar days, after the discovery of the defect. Such claims are to be directed to Schroeder America. Repair or replacement of the sealed refrigeration system under warranty will be at Schroeder America, San Antonio, TX. Schroeder America at its discretion may ship a replacement refrigeration chassis to customer for exchange. Customer will use all external parts of original dispenser and ship defective chassis to Schroeder America (to be determined by Schroeder America.) freight pre-paid. If unit damage is a result of one of the **specific exclusions** mentioned above, customer will be charged a \$150 restocking fee.

Under no circumstances should the entire unit be returned to Schroeder America except for repair or replacement of the sealed refrigeration system. Whenever a product is returned to Schroeder America for repair or replacement of the sealed refrigeration system under the terms of the Commercial Warranty and the defect is found to exist in parts other than the sealed refrigeration system (example thermostat, pump motors, condenser fan motor, start capacitor, relay or overload), an evaluation fee of fifty dollars (\$50.00) may be charged. If such defective part needs replacement or repair and is within its Period of Warranty, such part will be replaced or repaired at no charge, except for labor for removal and installation of such part; if not within its Period of Warranty a charge for such part and labor will be made.

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 difference 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.