

# LIMITED WARRANTY

Champion Industries Inc. (herein referred to as Champion ), 3765 Champion Blvd, Winston-Salem, North Carolina 27105 and P.O. Box 301, 2674 N. Service Road, Jordan Station, Canada, L0R 1S0, warrants machines, and parts, as set out below.

**Warranty of Machines:** Champion warrants all new machines of its manufacture bearing the name "Champion" and installed within the United States and Canada to be free from defects in material and workmanship for a period of one (1) year after the date of installation or fifteen (15) months after the date of shipment by Champion, whichever occurs first. [See below for special provisions relating to glasswashers.] The warranty registration card must be returned to Champion within ten (10) days after installation. If warranty card is not returned to Champion within such period, the warranty will expire after one year from the date of shipment.

Champion will not assume any responsibility for extra costs for installation in any area where there are jurisdictional problems with local trades or unions.

If a defect in workmanship or material is found to exist within the warranty period, Champion, at its election, will either repair or replace the defective machine or accept return of the machine for full credit; provided, however, as to glasswashers, Champion's obligation with respect to labor associated with any repairs shall end (a) 120 days after shipment, or (b) 90 days after installation, whichever occurs first. In the event that Champion elects to repair, the labor and work to be performed in connection with the warranty shall be done during regular working hours by a Champion authorized service technician. Defective parts become the property of Champion. Use of replacement parts not authorized by Champion will relieve Champion of all further liability in connection with its warranty. In no event will Champion's warranty obligation exceed Champion's charge for the machine. The following are not covered by Champion's warranty:

- a. Lighting of gas pilots or burners.
- b. Cleaning of gas lines.
- c. Replacement of fuses or resetting of overload breakers.
- d. Adjustment of thermostats.
- e. Adjustment of clutches.
- f. Opening or closing of utility supply valves or switching of electrical supply current.
- g. Cleaning of valves, strainers, screens, nozzles, or spray pipes.
- h. Performance of regular maintenance and cleaning as outlined in operator's guide.
- i. Damages resulting from water conditions, accidents, alterations, improper use, abuse, tampering, improper installation, or failure to follow maintenance and operation procedures.
- j. Wear on Pulper cutter blocks, pulse vanes, and auger brush.

*Examples of the defects not covered by warranty include, but are not limited to:* (1) Damage to the exterior or interior finish as a result of the above, (2) Use with utility service other than that designated on the rating plate, (3) Improper connection to utility service, (4) Inadequate or excessive water pressure, (5) Corrosion from chemicals dispensed in excess of recommended concentrations, (6) Failure of electrical components due to connection of chemical dispensing equipment installed by others, (7) Leaks or damage resulting from such leaks caused by the installer, including those at machine table connections or by connection of chemical dispensing equipment installed by others, (8) Failure to comply with local building codes, (9) Damage caused by labor dispute.

**Warranty of Parts:** Champion warrants all new machine parts produced or authorized by Champion to be free from defects in material and workmanship for a period of 90 days from date of invoice. If any defect in material and workmanship is found to exist within the warranty period Champion will replace the defective part without charge.

**DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY.** CHAMPION 'S WARRANTY IS ONLY TO THE EXTENT REFLECTED ABOVE. CHAMPION MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED, TO ANY WARRANTY OF MERCHANTABILITY, OR FITNESS OF PURPOSE. CHAMPION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE REMEDIES SET OUT ABOVE ARE THE EXCLUSIVE REMEDIES FOR ANY DEFECTS FOUND TO EXIST IN CHAMPION DISHWASHING MACHINES AND CHAMPION PARTS, AND ALL OTHER REMEDIES ARE EXCLUDED, INCLUDING ANY LIABILITY FOR INCIDENTALS OR CONSEQUENTIAL DAMAGES.

Champion does not authorize any other person, including persons who deal in Champion dishwashing machines to change this warranty or create any other obligation in connection with Champion Dishwashing Machines.