



PRODUCT LIMITED WARRANTY

Consolidated Laundry Machinery ("Company") warrants the equipment manufactured by it and sold as new to be free from defects in material and workmanship for a period of one (1) year from date of shipment, provided the machine is operated normally at its rated capacity, not to exceed 2500 hours per year, and is lubricated correctly at such intervals specified in the manual or other documentation delivered to the Purchaser. When defective parts show deliberate abuse or abnormal use this warranty is void from the inception.

THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, GUARANTEES OR REPRESENTATIONS, EXPRESS OR IMPLIED. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

Any items of equipment or component parts thereof not of the Company's manufacture are sold only under such warranty as the makers give the Company and which the Company is able to extend to its customer, but such articles are not warranted in any way by the Company.

Unauthorized repairs, failure to use the equipment in conformity with the operating instructions, or modifications to the equipment not performed by the Company will void the warranty.

All machines and parts claimed to be defective must be returned during the warranty period to the Company, transportation prepaid (and not reimbursable), for examination at the customer's risk and expense. Those determined by the Company to be defective in material or workmanship will be repaired or replaced at the Company's option, free of charge, ex works the Company's factory. All parts returned to the Company and replaced become the property of the Company. The Company reserves the right to replace returned parts with rebuilt or reconditioned items. Customer is responsible for all other costs incurred in obtaining warranty service, including, without limitation, all cost of removal and reinstallation of Product.

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR CLAIMS (WHETHER BASED UPON BREACH OF CONTRACT, BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE OR ANY OTHER GROUND) FOR ANY OTHER DAMAGES, WHETHER DIRECT OR INDIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL (INCLUDING ECONOMIC OR FINANCIAL LOSSES, INCLUDING LOSS OF PROFITS), OR FOR ANY EXPENSES INCURRED BY REASON OF THE USER OR MISUSE OF ANY OF THE MACHINES OR PARTS COMPANY'S WARRANTIES WILL NOT APPLY AND COMPANY WILL NOT BE RESPONSIBLE IF AN ATTACHMENT OR ALTERATION OF THE EQUIPMENT BY SOMEONE OTHER THAN COMPANY DIRECTLY OR INDIRECTLY RESULTS IN (A) ANY MALFUNCTION OR PERFORMANCE OF THE EQUIPMENT; OR (B) PERSONAL INJURY OR DEATH, OR DAMAGE TO PROPERTY AND THE EQUIPMENT.

NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE MADE WITH RESPECT TO, AND COMPANY DOES NOT ASSUME ANY RESPONSIBILITY FOR, SECOND-HAND EQUIPMENT (NOT REBUILT OR OVERHAULED), ALL OF WHICH IS SOLD IN ITS AS-IS CONDITION REGARDLESS OF THE LOCATION FROM WHICH SUCH EQUIPMENT IS SHIPPED.

Equipment which has been overhauled (but not rebuilt) by Company is warranted to be free from defects in material and workmanship for thirty (30) days from the date of shipment.

NO OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, ARE MADE WITH RESPECT TO SUCH EQUIPMENT. ALL LIMITATIONS SET FORTH ABOVE IN REGARD TO NEW EQUIPMENT ARE APPLICABLE TO OVERHAULED EQUIPMENT.
