

CVap[®]



Model HBL5W1

Hold/Serve Drawer Units HBL5 Series

Use & Care Manual

WARNING

**DAILY CLEANING
REQUIRED OR
WARRANTY WILL
BE VOIDED.**

SEE USE AND CARE
MANUAL FOR INSTRUCTIONS



www.winstonind.com
800-234-5286

4272Y364 Rev 10
rs 05-01-08

DESCRIPTION

Congratulations on your purchase of Winston's CVap® hold & serve drawer. You will benefit from accurate serving temperatures, longer hold times, less food waste and happier customers. CVap (Controlled Vapor) technology has been providing the foodservice industry with a superior method of holding foods since 1980. CVap equipment utilizes a dual heat system, combined with electronic differential controls to hold foods hot, without sacrificing texture. Moist foods stay moist, crisp foods stay crisp, assuring the highest possible quality throughout long serving periods.

DUAL HEAT SYSTEM

The CVap dual heat system converts air and vapor into a dual heat agent that has two separate and independent qualities. Food temperature allows you to select the optimum serving temperature. Food texture enables you to select the food's texture, from moist to crisp.

COMPUTERIZED PROCESSOR CONTROLS

The eight channel processor controls WATER TEMPERATURE (food temperature) from off/100°F to 210°F (32°C to 99°C) for precise food temperature control and AIR TEMPERATURE (food texture) from 100°F to 210°F (32°C to 99°C) for food texture control. **The controls never need field calibration.** The controller is factory programmed to hold food in just-cooked condition. It allows the user to set a single food temperature and food texture for the entire appliance. The eight channel keys allow the user to set eight different timed cycles for the set temperature. To cancel a timer, press its key once. Then, within five seconds, press and hold its key. The LED will turn off and the controller will return to the least remaining time.

HOLD & SERVE DRAWER

Winston's CVap hold & serve drawers are designed for high quality hot food holding with rapid recovery for frequent drawer openings. Units are built with durable stainless steel construction, full insulation and designed for high volume usage. The HBL5 Series features a radial fan for improved food quality with frequent openings.

Should you have any questions or comments, please call our customer service center at 1-800-234-5286.

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Need to contact us? Choose the most convenient method.

Internet: www.winstonind.com
Email: contact@winstonind.com
Phone: 800-234-5286 • 502-495-5400 • Fax 502-495-5458
Mail: 2345 Carton Drive • Louisville, KY 40299 USA.

Read and understand this entire Use and Care Manual before operating your CVap® hold and serve drawer appliance.

WARNING:

Operating this appliance can be dangerous. Read, understand, and obey the following warnings. If you do not you could be burned, badly hurt, or killed!

WARNING:

Do not place appliance in an area where ambient temperatures (air temperatures around the appliance) exceed 100°F (38°C). A heat shield may be required to prevent excessive heat exposure and grease laden vapors from affecting the appliance if adjacent to heat, vapor, or grease generating devices (such as grills, steamers, ovens, etc.). Excess heat and grease inside the appliance cavities may cause electrical components to fail.

- Have appliance serviced ONLY by a licensed electrician or trained servicer. Service of appliance involves electrical and high temperature hazards which **can cause death, personal injury or property damage.**
- If an electrical shock is felt when touching appliance, disconnect power cord immediately and call a trained servicer for repair. **If you don't, you could be electrocuted!**
- Always turn power switch off any time appliance is not in use. **If you don't, electric shock can cause death, personal injury or property damage.**
- Always perform daily cleaning procedures for this appliance. Build-up of food residues high in acid or chlorides **can cause permanent damage to the stainless steel and can contaminate foods!**
- Always allow appliance to cool before cleaning. **If you don't, you could be badly burned!**

CAUTION: Clean evaporator daily to prevent chlorides (salts) from accumulating, causing the evaporator tank to corrode to the extent that leaks will occur. Experience has shown that leaks will occur only through failure to clean and rinse the evaporator daily. LEAKING EVAPORATORS ARE NOT COVERED UNDER WARRANTY.

CAUTION: Prior to using appliance for the first time, perform the daily cleaning procedure listed on pages 11 and 12.



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INSTALLATION



SHIPPING DAMAGE

All equipment should be thoroughly examined for shipping damage before, during and after unloading. It has been carefully inspected at our factory and the **carrier has assumed responsibility for its safe arrival**. If the equipment is damaged, either apparent or concealed, **a claim must be made to the carrier**.

APPARENT LOSS OR DAMAGE

If there is an obvious loss or damage, it must be noted on the freight bill or express receipt and signed by the carrier's agent; otherwise, the carrier may refuse the claim. The carrier will supply the necessary forms.

CONCEALED LOSS OR DAMAGE

When loss or damage is not apparent until after the equipment is uncrated, a claim for concealed damage must be made. Upon discovering damage, make a request in writing to the carrier for inspection within 15 days, and retain all packing. The carrier will supply an inspection report and the required claim forms.

PHYSICAL

Model	Height incl. Feet (IN/MM)	Width (IN/MM)	Depth (IN/MM)	Weight (LBS/KG)
HBL5W1Q	13.7"/348	24.5"/622	30.5"/775	90 lb/41 kg

WATER SUPPLY

The evaporator of this appliance must be filled each day and during use from a potable water supply. As water evaporates from the dual heat surface of the evaporator, any minerals in the water will deposit on those surfaces. Consequently, the mineral deposits on the surfaces inhibit the ability to transfer heat through the deposits, and the stainless steel on which they are deposited can be degraded and destroyed. The first protection against this is the daily cleaning procedure. It is also recommended that your supplier of potable water be contacted for advice to minimize mineral deposit build-up. **This equipment is to be installed to comply with the applicable federal, state, or local plumbing codes.**



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ELECTRIC

The appliance is shipped from the factory with an 7' (2.13M)(minimum) power cord and plug. For the convenience of servicer and operators, do not wire direct. For specific electrical information on this appliance, see name plate.

VENTING AND VENTILATION REQUIREMENTS

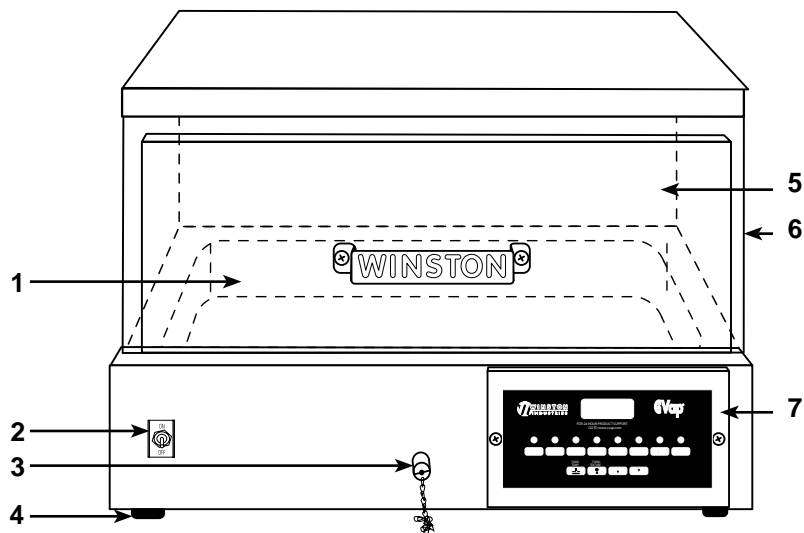
Ventilation clearances - Allow space around appliance for good air circulation. Installation of this appliance requires that a minimum 2" (51mm) clearance from any obstruction or combustible material be maintained at all locations where there are ventilation holes in the appliance. The appliance must be installed with its supplied legs, feet, or casters. Countertop appliances specifically supplied without legs or casters may be set directly upon a countertop of non-combustible material. In this situation, the appliance may have to be sealed to the countertop with a food-grade silicone sealant (check local health codes). Your warranty may be void if you do not adhere to the instructions above.

Vent hood - Generally this appliance does not need to be installed under a mechanical ventilation system (vent hood). Check local health and fire codes for requirements specific to your location.



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INSTALLATION



1. **Evaporator Tank** (inside) supplies vapor to atmosphere to control food temperature.
2. **Power Switch** provides voltage to cabinet circuitry.
3. **Drain Cap** allows draining of water from evaporator.
4. **Bumpers** for countertop operation. (Wall or under counter mounting brackets available.)
5. **Drawer** holds 4" (102mm) deep pans - 1 full size, 2 half size, or 3 third size steam table pans. Optional perforated tray allows multiple small pans to be held.
6. **Plug and Power Cord** are located on backside lower right-hand corner.
7. **Control Panel** allows programming of air temperature to maintain various food textures and programming of water temperature to maintain food temperatures. It also operates as a timer.



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CAUTION: Make certain evaporator tank has an adequate supply of water (1.5 gal.– 5.68 liters) prior to turning power switch on.

CAUTION: Prior to using appliance for the first time, perform the daily cleaning procedure listed on pages 11 and 12.

1. Fill evaporator with water and press power switch on.
2. Allow 30 minutes for warm up. When cabinet is preheated, **L O A D** will appear on display.

CAUTION: Do not place food directly on perforated tray. Place food in steam table pan(s) and then place the pan(s) on the tray. Failure to do so may void your warranty.

HBL Models:

The controller allows the user to set a single food temperature and texture for the entire appliance. The eight channel keys allow setting of eight different timed cycles for the set temperature.

3. Insert food and select corresponding channel; i.e., press key #1 to select channel #1 (a buzzer will sound and the light over the channel key will illuminate). To start a timer, press the desired key. The controller will begin to count down from the programmed time. The remaining time will be displayed. If multiple timers are running, the least remaining time will be displayed. The LED above the timer on the display will flash while its remaining time is displayed. The LED for other running timers will be lighted solid.

To view the time for a running timer, press its key. The display will switch for five seconds and its LED will flash. The controller will then return to the least remaining time.

4. When the countdown is complete, a buzzer sounds for five seconds. Press flashing key to stop buzzer and remove food.

To cancel a timer, press its key one time. Then, within five seconds, press the key two more times. The LED will turn off and the controller will return to the least remaining time. The timer can not be resumed from the point where it was stopped.



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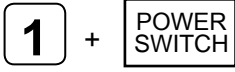



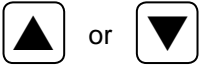


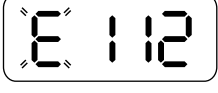
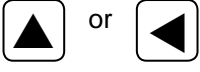
PROGRAMMING

HBL PROGRAMMING

These appliances are factory programmed to hold crisp foods. The default settings are: Timer = 30 minutes, Food Temp = 100°F (38°C), Food Texture = 90°F (32°C) (actual air temperature therefore is 100 + 90 = 190°F (38 + 32 = 70°C)). To change the factory default settings, follow the procedure below.



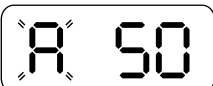


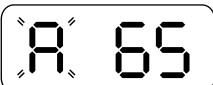


The controller allows the user to set a single food temperature and texture for the entire appliance. The eight channel keys allow the user to set eight different timed cycles for the set temperature.

Note: Some of the computer displays shown below are examples only. Your display may appear slightly different.

COMPUTER DISPLAY	PRESS KEY/ACTION	NOTES
STEP 1 		Press and hold the #1 key while turning on the power switch. IMMEDIATELY RELEASE #1 KEY after turning on the power switch. The first two digits of the display will flash, indicating you are in the programming mode.
STEP 2 		Select the channel you would like to program (channel 3 will be selected for the following examples).
STEP 3 		Use arrow keys to adjust the hold timer. Maximum is 60 minutes.
STEP 4 		Press the Food Temp key to program food temperature.
STEP 5 		Use arrow keys to adjust Food Temperature setting. Hold either key down for fast scrolling (off, 100°F to 210°F) (off, 32°C to 99°C).



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COMPUTER DISPLAY	PRESS KEY/ACTION	NOTES
STEP 6 		Press the Food Texture key to program food texture.
STEP 7 	 or 	Use arrow keys to adjust the Food Texture setting. Hold either key down for fast scrolling (0°F to 210°F) (32°C to 99°C). 300°F (149°C) maximum when added to Food Temp setting).
STEP 8 		To exit programming, press and hold the #1 channel key for 3 seconds until the software ID# and JF00 appears. Then the cabinet will start heating to the set temperatures.
STEP 9 		Programming is complete.
TO SET DIFFERENT HOLDING TIMES for each of the other 7 channels, repeat steps 2 and 3, then skip to step 8.		

OTHER PROGRAMMING FEATURES

REBOOT PROCEDURE: On rare occasions, a power interruption may occur, making it necessary to reboot the controller software. To reboot, press and hold the #8 channel key while turning on the power switch.

CHANGING FROM FAHRENHEIT TO CELSIUS press and hold the #9 key (hidden) while turning on the power switch. Repeat to switch from CELSIUS back to Fahrenheit. LED display will indicate which temperature scale is currently active. Key #9 is below Key #1.



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GUIDELINES

PRODUCT	FAHRENHEIT		CELSIUS	
	Food Temp F°	Food Texture F°	Food Temp C°	Food Temp C°
BREAD PRODUCTS				
Biscuits	140-150	+10	60-66	+6
Rolls	140-150	+10	60-66	+6
Danishes	140-150	+10	60-66	+6
Croissants	140-150	+10	60-66	+6
White/Wheat bread	140-150	+10	60-66	+6
French/Italian bread	140-150	+15	60-66	+8
Pancakes/Waffles	140-150	+10	60-66	+6
French toast	140-150	+10	60-66	+6
Fruit pies	140-150	+15	60-66	+8
Gingerbreads	140-150	+15	60-66	+8
DAIRY & EGG PRODUCTS				
Eggs (Benedict, fried, scrambled, poached)	150-160	+5	66-71	+3
Omelets	150-160	+10	66-71	+6
Puddings/Custards	140-150	+5	60-66	+3
MEATS				
Beef (Prime rib, roasts, steaks, BBQ)	145-150	+15	63-66	+8
Pork (Roasts, chops, BBQ, bacon, ham, sausage)	140-150	+15	60-66	+8
Lamb & Veal	140-150	+15	60-66	+8
Hamburger patties	150-160	+10	66-71	+6
Hot dogs	150-160	+10	66-71	+6
POULTRY				
Chicken				
Fried, soft	150-160	+15	66-71	+8
Fried, crisp	130-140	+50	54-60	+28
Roasted	150-160	+15	66-71	+8
BBQ	150-160	+15	66-71	+8
Turkey, Goose, Duck	150-160	+15	66-71	+8
SEAFOOD & SHELLFISH				
Fish, fried	130-140	+50	54-60	+28
Fish, broiled/baked	150-160	+15	66-71	+8
Shrimp, fried	130-140	+50	54-60	+28
Fish/Shrimp in Sauce/Gravy	150-160	+5	66-71	+3

PRODUCT	FAHRENHEIT		CELSIUS	
	Food Temp F°	Food Texture F°	Food Temp C°	Food Temp C°
VEGETABLES				
Vegetables, unbreaded	150-160	+5	66-71	+3
Vegetables, breaded	130-140	+50	54-60	+28
Potatoes, baked	150-160	+15	66-71	+8
STARCHES				
Spaghetti	140-150	+5	60-66	+3
Rice	140-150	+5	60-66	+3
Lasagna	150-160	+10	66-71	+6
Beans	140-150	+15	60-66	+8
Soups & Sauces	140-150	+5	60-66	+3
Cooked cereals	150-160	+10	66-71	+6
Casseroles	150-160	+5	66-71	+3
CRISP TEXTURED FOODS				
Pizza	130-140	+60	54-60	+33
Pastry Shells	130-140	+60	54-60	+33
Crisp breadings	130-140	+60	54-60	+33
Crisp, dry foods	130-140	+60	54-60	+33
French fries	100	+60	38	+33
PREPARED FOODS				
Seafood in sauce	150-160	+15	66-71	+8
Hamburgers in buns	150-160	+10	66-71	+6
Cheeseburgers in buns	150-160	+10	66-71	+6
Open sandwich w/sauce/gravy	150-160	+5	66-71	+3
Plated foods	150-160	+5	66-71	+3
Entrees	140-150	+15	60-66	+8
Corn dogs	140-150	+40	60-66	+22
Notes:	<ol style="list-style-type: none"> The recommendations in this chart should be regarded as starting points. If user desires a more firm/dry textured product, increase the Texture setting; for a more soft/moist textured product, decrease the Texture setting. The holding time for very crisp foods may be less than for other products. Use a thermometer to assure compliance with local health codes. 			

Required Cleaning Accessories & Supplies

- Pan for draining evaporator
- Food grade germicidal detergent
- Descaling agent (ScaleKleen™)
(available through Winston Customer Service 1-800-234-5286)

WARNING: This appliance utilizes electrical voltages that have the potential to produce fatal electrical shocks; utilizes electrical air and water heaters that can cause painful and scarring burns; and emits hot water vapors that have the potential for painful burns. To avoid, have appliance installed only by a licensed electrician and serviced only by trained servicers. Make this page available to the servicer.

WARNING: Mandate food safety practices through DAILY CLEANING PROCEDURE.

WARNING: If an electrical shock is felt during operation or cleaning, unplug appliance and have it serviced before operating or cleaning.

CAUTION: Clean evaporator daily to prevent chlorides (salts) from accumulating, which could eventually cause the evaporator tank to corrode to the extent that leaks may occur. Experience has shown that leaks will occur only through failure to clean and rinse the evaporator daily. LEAKING EVAPORATORS ARE NOT COVERED UNDER WARRANTY.

CAUTION: Prior to using appliance for the first time, perform the daily cleaning procedure listed below.

DAILY CLEANING PROCEDURE:

1. **WARNING:** Before each cleaning procedure, disconnect appliance from its electrical power source and allow to cool for at least one half hour.
2. Place empty pan or bucket under drain cap, remove cap and drain evaporator.
3. Remove drawer(s), wash with food-grade germicidal detergent, rinse, and dry.

NOTE: To ensure that drawer(s) open and close easily, while drawer is removed from appliance, check the drawer rollers on the drawer and on the inside cavity of the appliance. Make sure they are tight, in good operating condition, and not excessively worn.

4. Spray interior and evaporator with a food grade germicidal detergent.
5. Wipe inside surfaces to remove all food deposits.
6. Inspect for scale build-up in evaporator (see Figure 1). If scale build-up is present, apply descaling agent. Read ALL warnings and follow directions listed on descaling agent package.



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DAILY CLEANING



Figure 1 - Clean scale from evaporator.

7. Use pipe cleaner or spring to gently clean out the trough drain hole (see Figure 2 below). Be careful not to push too hard or you may damage the plastic tube that connects to the drain (hidden). If using a pipe cleaner, be sure to bend the end back on itself so the sharp edge of the wire in the pipe cleaner is not exposed.

CAUTION: Damaging the plastic tubing will lead to a leak inside the appliance.



Figure 2 - Clean trough with pipe cleaner.

8. Inspect heating elements (if exposed). The heating elements are made of stainless steel. If cleaning is needed, scrub with a Teflon™ or nylon bristle brush to remove heavy food particles. Further cleaning may be done with a plastic scouring pad and alkaline based cleansers. **DO NOT** use wire brushes, scrapers, steel wool pads or chloride based cleansers. Follow cleanser manufacturers instructions for use on stainless steel. Rinse well several times with clean water and wipe immediately.
9. Rinse all inside surfaces, including evaporator, and dry with clean towel.
CAUTION: Do not spray controls or outside of appliance with water.
10. Replace drawer(s).
11. Verify O-ring is on drain pipe, replace drain cap, and refill evaporator.
12. Reconnect appliance to electrical power and make ready for use.



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Diagnosis of complaints relative to the performance of the equipment reveals the following to be the sources (arranged from most to least frequent):

- Faulty use and care practices
- Electrical supply problems
- Equipment faults

Refer to Troubleshooting Chart on next page for **FAULT** isolation and remedies. If, after checking for faulty **USE and CARE** practices and electrical supply problems, the fault still exists, call a qualified servicer for diagnosis and repair of equipment faults. If equipment is 'IN WARRANTY,' call Winston's Customer Service Department to identify those authorized to perform 'IN WARRANTY' service. For detailed **ZAP** Warranty information call 1-800-234-5286.

Contact the factory at 1-800-234-5286 to identify a convenient, local servicer. In many cases, these servicers will carry parts and it will be possible to put equipment back in service with a minimum delay.

Write down complete Model and Serial Number from Identification Tag and have available when describing problem or parts needed.

**Service parts may be purchased directly from the factory online.
Visit www.winstonind.com**



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TROUBLESHOOTING

Check FAULTS in order before calling servicer.

TROUBLE	FAULT CODE
Power lamp fails to light	A
Flooding; leaking water	C, D, H
Food drying out	B, E, F, H
Food excessively moist	D, G
Food not hot enough	B, E, G, H
Food too hot	D, F

FAULT	CORRECTION
A. Circuit breaker tripped	Adjust
Fuse blown.....	Replace
Cordset not plugged in.....	Adjust
Faulty power switch	Call servicer
B. Evaporator (water) tank empty	Adjust
C. Drip cup o-ring defective.....	Replace
D. Food Temp setting too high	Adjust
E. Food Temp setting too low.....	Adjust
F. Food Texture setting too high	Adjust
G. Food Texture setting too low.....	Adjust
H. Drawer gasket defective	Replace

If cabinet is in warranty, call Winston Industries at 1-800-234-5286. Identify the following:

1. Model _____ Serial # _____
(located on name plate)
 2. Your name _____
 3. Company name _____
 4. Company address _____
 5. Company phone _____
 6. Type of problem _____
- _____
- _____
- _____

If cabinet is out of warranty, call the servicer of your choice, or you can call Winston Industries for an authorized servicer near you.



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WARNING: This appliance utilizes electrical voltages that have the potential to produce fatal electrical shocks, electrical heaters that can cause painful and scarring burns; and emits hot water vapors that have the potential for to burn. To avoid, have appliance serviced only by a licensed electrician or trained servicer. Make this page available to the servicer.

SERVICE PARTS	PART NUMBER
Bottom asm w/bumpers	01960W13
Bumpers	PS2670-4
Controller, 120V	PS2716
Drain Cap	PS1654
Drawer asm	07231W12
Evap plug	PS2878
Fan, 2.75", plastic	PS2188
Fan, aluminum	PS2544
Gasket	PS2725
Heater, air, 120V 840w, 17.1 Ohms (Before 8/26/02)	PS2197
Heater, air, 120V 600W, 24 Ohms (After 8/26/02)	PS2705
Heater, water, 120V 600W, 25 Ohms (Before 8/26/02)	PS2198
Heater, water, 120V, 600W, 24 Ohms (After 8/26/02)	PS2706
High limit, 120V	PS2730
Motor asm HB 120V	PS2704
Motor, blower, 120V	PS2196
Motor blower/fan	PS2704
O-ring drain pipe	PS1280-3
Power cord, 20A	PS1595
Probe, air	PS2472
Probe, water	PS2440
Rollers	PS2181-2
Strain relief	04022k01
Switch, power, toggle	PS2304
Tank asm	PS2879

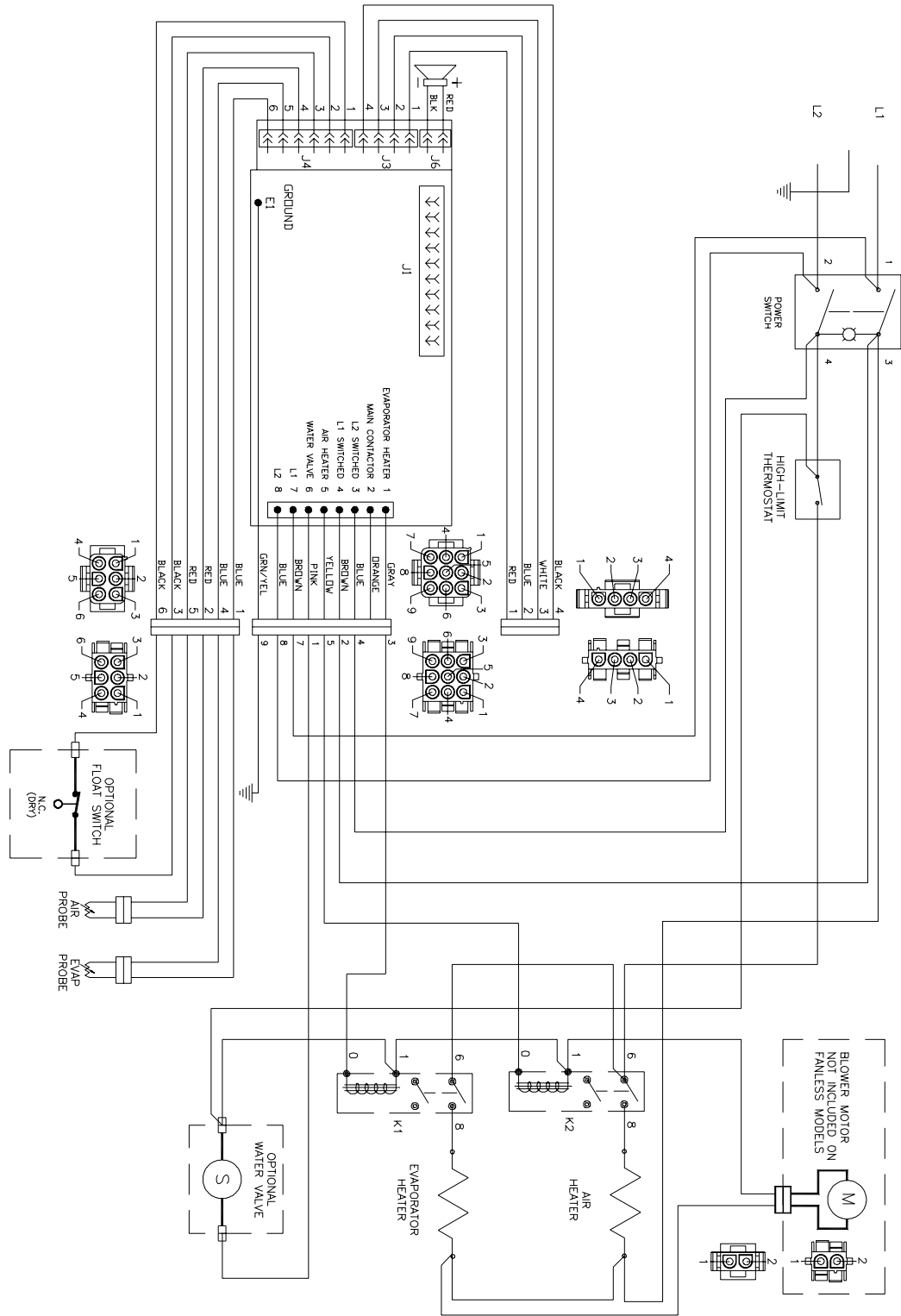
**Service parts may be purchased directly from the factory online.
Visit www.winstonind.com**



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CIRCUIT DIAGRAM

Model HBL Series Drawer Units



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ZAP

Zero Accidents Program

ZAP WARRANTY AGREEMENT

This warranty agreement applies to Commercial Equipment, Equipment Service Parts, and Safety Parts (collectively, "Products") manufactured by Winston Industries, LLC ("Winston") and its corporate predecessors and is extended to any purchaser, lessee or successor purchaser ("Purchaser").

NEW EQUIPMENT

Any part of a new appliance, except gaskets, hoses, lamps, power cords, fryer baskets, glass panels, and evaporators which proves to be defective in material or workmanship within one (1) year from the date of delivery to original end-user purchaser or 18 months from the date of manufacture, whichever comes first, will be repaired or replaced (at Winston's option) free of charge.

REPLACEMENT PARTS

Any appliance replacement part except gaskets, hoses, lamps, power cords, fryer baskets, glass panels, batteries, and evaporators which proves to be defective in material or workmanship within one (1) year from the date of original installation will be repaired or replaced free of charge.

LABOR, TRAVEL, TRANSPORTATION

The warranty for new equipment covers the repair or replacement (at Winston's option) of the defective part(s), delivery of the replacement part(s), labor charges for the removal and installation of replacement part(s) for one (1) year from the start of the warranty period. This warranty includes travel time not to exceed two hours and mileage not to exceed 50 miles (100 miles round trip).

The warranty for replacement parts covers the repair or replacement (at Winston's option) of the defective part(s) and does not include any labor charges for the removal and installation of any part(s), travel, transportation or other expenses incidental to the repair or replacement of part(s).

The warranty does not cover: gaskets, hoses, lamps, power cords, fryer baskets, glass panels, evaporators, software, corrosion of stainless steel, normal maintenance, lubrication, cleaning or descaling, programming or adjusting temperatures, calibration, tightening of fasteners or plumbing connections, appliances with removed or altered identification tags, damage resulting from delivery of the appliance, customer mishandling or abuse, or no problem found.

THE USE OF POOR QUALITY WATER WILL VOID PRODUCT WARRANTIES. See Product Use and Care Manual for water quality recommendations.

PROPER INSTALLATION IS THE RESPONSIBILITY OF THE PURCHASER, AND IS NOT COVERED BY THIS WARRANTY. PRODUCTS MUST NOT BE INSTALLED IN LOCATIONS EXPOSING THEM TO EXCESSIVE HEAT SOURCES, AMBIENT TEMPERATURES ABOVE 100°F (38°C), OR CONTAMINATES DETRIMENTAL TO THE APPLIANCE COMPONENTS (SUCH AS CAUSTIC SOLUTIONS, HIGH MOISTURE, WATER OR GREASE LADEN VAPORS NEAR ELECTRONIC COMPONENTS, ETC.).

As a condition to the application of this warranty, Purchaser will operate, clean and maintain Products in accordance with use and care instructions, warnings, manuals and any other notices and/or instructions from Winston which may be with or on Products or sent separately; will notify Winston of resale, removal or retirement of Products; will notify Winston immediately of any accident or injury arising out of use of Products and cooperate with Winston in the investigation of any such accident or injury; will maintain registration with Winston of location and serial number of Products while in Purchaser's control and use; will require all personnel operating Products to become thoroughly familiar with use and care instructions and all other notices and/or instructions before such personnel operate Products; will thoroughly train all personnel operating Products to follow all instructions contained on or in all Safety Labels and use and care instructions; will immediately affix Safety Labels and put into use the use and care instructions; will immediately use, according to instructions, Safety Parts supplied by Winston; will install Equipment Service Parts in accordance with Winston's written instructions; will utilize only Winston manufactured replacement parts and make no changes or alterations to Products, except as approved or instructed in writing by Winston; and will when requested by Winston, cooperate with Winston in the prevention of injuries from Purchaser's use of Products.

PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST WINSTON SHALL BE FOR THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS AS PROVIDED HEREIN. THE TOTAL LIABILITY OF WINSTON WITH RESPECT TO ITS PRODUCTS, WHETHER UNDER WARRANTY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS AND THE LABOR AND TRAVEL TO REPLACE THE PRODUCTS OR ANY PART THEREOF. WINSTON SHALL NOT BE LIABLE TO THE PURCHASER OR OTHERS FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DEFECTIVE WORKMANSHIP, MATERIALS OR ANY ERROR OR OMISSION OF WINSTON.

WINSTON EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY OF MERCHANTABILITY.

For warranty inquiries and customer specific warranties, call Winston Customer Service at 1-800-234-5286 or 502-495-5400.

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Prices subject to change without notice.
F.O.B. Louisville, KY, USA

(800) 234-5286 or (502) 495-5400 Fax (502) 495-5458
www.winstonind.com
All sales subject to Company's Terms and Conditions

Winston Products Company
2345 Carton Drive
Louisville, KY 40299

TERMS & CONDITIONS



TERMS AND CONDITIONS OF SALE

In consideration of the mutual benefits hereby to be derived, Winston Industries, LLC ("Winston") and any purchaser, lessee or successive purchaser ("Purchaser"), of Winston Commercial Equipment, Equipment Service Parts, and Safety Parts (collectively "Products") agree that:

1. Terms of sale for Products are net 25 (payment must be received within 25 days from invoice date). Prices are subject to change without notice. Purchaser agrees to pay all costs of collection of past due accounts, including reasonable attorney's fees. All claims must be made within five (5) days of receipt of goods or claim will not be allowed. All goods are shipped at Purchaser's risk. Confirmed orders may not be cancelled or delayed without written permission from Winston. Cancelled or delayed orders may be subject to a 20% inventory adjustment/warehousing fee. Delayed orders will be invoiced on the confirmed ship date. Products may not be returned without written permission from Winston as described in paragraph #6 below. Orders placed prior to a price increase, which are due to ship after the increase, may be charged at the new price.
2. An order will not be effective until accepted by an authorized representative at Winston's home office. Unless otherwise specified in writing (a) delivery will be made F.O.B. Louisville, Kentucky and risk of loss or damage shall pass to Purchaser upon delivery to the carrier, and (b) the method or agency of transportation and routing will be selected by Winston. Winston reserves the right to ship freight collect.
3. Winston shall not be liable for any delay in performance due to fire, explosion, casualty, strike or other labor difficulties, shortage of utility facility, delay to transportation, breakdown or accident, compliance with other action to carry out the intent or purpose of any law or regulation, or any cause, whether similar or dissimilar, beyond Winston's reasonable control and Winston shall have such additional time for performance as may be reasonably necessary under the circumstances and the right to apportion its production among its customers in such a manner as it may deem equitable.
4. Purchaser agrees to indemnify and hold Winston harmless from any loss, cost or expense, including cost of defense, and reasonable attorney's fees, incurred by Winston, arising from or related to (1) Purchaser's use or sale of Products, including, but not limited to, Purchaser's failure to warn Purchaser's workers and others of hazards involving the Products; Purchaser's failure to provide copy of Terms and Conditions at time of sale of Products to others; Purchaser's failure to instruct Purchaser's workers and others in how to safely use the Products in compliance with the Use and Care Manual; and Purchaser's failure to provide safe working conditions and proper safety clothing and gear with respect to the Products, and (2) non-compliance with these Terms and Conditions, or both.
5. Purchaser shall pay, in addition to the price hereunder, as a separate item, any taxes which Winston may be required to pay or collect under existing or future laws with respect to the sale, delivery, transportation, or use of any Product sold hereunder including all taxes, however designated, upon or measured by amounts paid to Winston by Purchaser hereunder, except net income tax.
6. Products may not be returned by Purchaser except by prior written agreement with Winston. Returns without prior authorization, as indicated by an RA number applied to the returned packaging, will be refused. All returned Products are subject to inspection by Winston and a 20% restocking charge (\$30 minimum), which may be reduced if replacement Product is ordered, plus any other costs necessary to restore the Products to new condition. The Products must be returned to the Winston factory freight prepaid, in new condition, and in the original packaging. Winston reserves the sole right to determine the amount of credit to be issued on any Products returned for credit. Only standard, currently manufactured Winston Products may be considered for return and credit. No returns will be accepted on modified or special order Products (built to a Purchaser's specifications), used Products, or on Products older than 90 days from the original date of shipment.
7. Acceptance is expressly limited to the Terms and Conditions set forth herein and any additional or different terms proposed by Purchaser are rejected unless expressly assented to in writing. In the event during the course of dealing, Winston signs or otherwise accepts any documents or forms submitted by Purchaser containing any Terms or Conditions contrary to or in addition to those of Winston set forth herein, such documents and forms shall be deemed to have been used for the mere convenience of Purchaser in the conduct of its internal business affairs and not for the purpose of varying the Terms and Conditions of this order. This order including these Terms and Conditions shall constitute entirely the Terms and Conditions between the parties with respect to the transaction covered hereby and to all subsequent transactions for Products obtained from Winston, and no waiver, alteration or modification shall be binding on Winston unless in writing and signed by an authorized officer of Winston at its home office.
8. Purchaser's sole warranty is the Zero Accident Program (ZAP) Warranty Agreement on products manufactured by Winston in effect at the time of the sale. OTHER THAN THE ZAP WARRANTY AGREEMENT, WINSTON MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, CONCERNING THE PRODUCTS. WINSTON EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE TOTAL LIABILITY OF WINSTON WITH RESPECT TO ANY PRODUCT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE THEREOF, AND LABOR TO REPLACE. WINSTON SHALL IN NO EVENT BE LIABLE TO PURCHASER OR OTHERS FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DEFECTIVE WORKMANSHIP, MATERIALS OR ANY ERROR OR OMISSION OF WINSTON.
9. Winston shall not be liable for claims of patent infringement against Purchaser or Purchaser's loss of the right to use the Product.
10. ARBITRATION: Any controversy or claim arising out of or relating to this Order, or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except that any arbitration hearing shall be held in Louisville, Kentucky. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any application for review of an arbitration award shall be allowed only to the extent required by Kentucky law and shall be brought in an appropriate court in the Thirteenth Judicial Circuit or District of Kentucky, or in the United States District Court for the Western District of Kentucky.
11. GOVERNING LAW: This Order and the rights, duties and legal relations of the parties, and any arbitration are governed by and construed under Kentucky laws.
12. The products sold hereunder are produced in compliance with the Fair Labor Standards Act.

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