

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 piece of equipment, 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 equipment 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 ninety (90) days from the date of original installation will be repaired or replaced (at Winston's option) 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, supply items (including but not limited to: gaskets, brushes, filter paper, cleansers, etc.), software, corrosion of stainless steel, normal maintenance, lubrication, cleaning or descaling, programming or adjusting temperatures, calibration, tightening of fasteners or plumbing connections, equipment with removed or altered identification tags, damage resulting from delivery of the equipment, customer mishandling or abuse, or no problem found.

THE USE OF POOR QUALITY WATER WILL VOID PRODUCT WARRANTIES. See Product Owner's 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, OR CONTAMINATES DETRIMENTAL TO THE EQUIPMENT 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.