

Product Warranties

The warranty applies on all San Jamar products only when used under normal foodservice and jan-san industry conditions.

LIMITED WARRANTY

San Jamar (meaning The Colman Group, Inc., San Jamar Division, or San Jamar Europe, Inc., as applicable) warrants to the original purchaser of each new product of its manufacturer for a period of one (1) year from the date of shipment (or, if shorter, the period of the product's normal useful life) that all parts shall be free from defects in material and workmanship under normal use and service.

The warranties defined herein shall not apply to any damage or defects created or arising from accident, misapplication, abuse, misuse, neglect, alteration, acts of God, vandalism, flood, fire or any other occurrences beyond the control of San Jamar.

Claims under the forgoing warranty will be honored only if San Jamar (i) has received the entire payment of the purchase price for the product with respect to which any such claim is made, (ii) has received notification of the claim prior to the expiration of the one (1) year (or shorter) warranty period described above, and (iii) determines upon examination of the returned product that it is defective under the terms of such warranty.

San Jamar's sole obligation under the forgoing warranty and for other claims related to any product shall be limited to, at San Jamar's option, (i) repairing or (ii) replacing, F.O.B. Factory, any product which San Jamar determines is defective under the terms of such warranty.

The foregoing warranty and remedies are exclusive and in lieu of any other warranties and remedies whatsoever, expressed or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose, all of which San Jamar hereby expressly disclaims.