



COMMERCIAL EQUIPMENT WARRANTY

(not including VA Series Stacker Slicers)

Jaccard's COMMERCIAL EQUIPMENT is warranted to the original first end user for parts and labor (based upon Jaccard's standard labor allowance) against any material or workmanship defect for 12 months from the date of installation (the "warranty period"). If any equipment fails to work in accordance with the applicable product specifications due to defects in material or workmanship within the warranty period, such equipment will be repaired or replaced at Jaccard's sole option. Normal wear (e.g., chain frame chains, fuses, blades, springs, brass components, etc.) parts are limited to a 30-day replacement warranty starting from the date of installation (labor not included). Damages incurred in transit, from installation error, inadequate maintenance, improper operation, normal wear and usage, accident, alteration or misuse or any other cause not the fault of Jaccard, are not covered by this warranty. Normal wear and usage issues such as service required for cleaning optical light sensors and maintenance of chains due to stretching are not included in the warranty coverage. This warranty does not include reimbursement for transportation or shipping costs or any other expenses which may be incurred. Transit damages should be reported to the carrier at time of receipt.

THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY AND JACCARD MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY OTHER KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR ANY OTHER MATTER. THE WARRANTIES CONTAINED HEREIN SET FORTH BUYER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS AND SHALL NOT BE DEEMED TO HAVE FAILED ITS ESSENTIAL PURPOSE SO LONG AS JACCARD IS WILLING AND ABLE TO CARRY OUT THE TERMS OF THIS EXCLUSIVE WARRANTY.

IN NO EVENT SHALL JACCARD'S LIABILITY FOR ANY DAMAGES EXCEED THE CUMULATIVE PAYMENTS RECEIVED BY JACCARD FOR THE PARTICULAR SLICER EQUIPMENT WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED, NOR SHALL JACCARD BE LIABLE FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THE LIMITATIONS ON DAMAGES IN THIS PARAGRAPH SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY (INCLUDING WARRANTY REMEDIES UNDER THE WARRANTY HEREIN), TORT OR STRICT LIABILITY. THE ABOVE LIMITATIONS SHALL INURE TO THE BENEFIT OF JACCARD'S SUPPLIERS, AGENTS AND SUBCONTRACTORS.

** This warranty does not include overtime charges for work performed other than during normal business hours of Monday through Friday from 8:30 AM to 5:00 PM Local Time. All warranty work must be performed by Jaccard Corporation or its authorized service provider.*