

**HUSSMANN CORPORATION**  
**Limited Warranty for Beer Merchandiser in the United States & Canada**

This warranty is made to the original user at the original installation site and is not transferable.

**BASIC WARRANTY**

Hussmann Beer Merchandisers are warranted to be free from defect in material and workmanship under normal use and service for twelve months. Unless otherwise indicated, this warranty is valid from the date of original installation, not to exceed fifteen months from the date of shipment from the factory.

Except as otherwise specifically set forth, Hussmann's obligation under this warranty shall be limited to repairing or exchanging any part or parts, without charge, FCA factory or nearest authorized parts depot (Incoterms 2000) during the warranty period, which is proven to the satisfaction of the warranty administration organization to be defective. Hussmann, or its designee reserves the right to inspect the job site, installation and reason for failure. Hussmann will also pay the cost of labor to install and/or replace parts at prevailing straight time rates and repair times which are in accordance with industry standard repair times as administered by the warranty administration organization.

Hussmann's warranty covers the Beer Merchandiser and all its components except lamps, driers, fuses and other maintenance type replacement parts for the applicable warranty period. Additionally, for thirty-six months from date of installation, Hussmann warrants all sealed, multi-glass assemblies. If within the warranty period, it can be proven to the satisfaction of Hussmann's warranty administration organization that there is impaired visibility through a multi-glass assembly caused by moisture between the glasses, the multi-glass assembly will be replaced free of charge, excluding freight charges from the factory or nearest authorized parts depot. This warranty excludes accident, misuse, or glass breakage.

For Beer Merchandiser motor compressors, excluding capacitors and relays, Hussmann agrees to repair or exchange, at its option, the original compressor unit only, with a compressor of like or of similar design and capacity, if it is shown to the satisfaction of Hussmann that the compressor is inoperative due to defects in factory workmanship or material under normal use and service as outlined in Hussmann's "Owner's Manual" which is shipped inside new Beer Merchandisers. Hussmann's sole obligation under this paragraph shall be limited to five years from date of factory shipment and applies only to the compressor shipped from the factory with the new product. After year one (1), no labor is included to replace the compressor.

**EXTENDED WARRANTY**

Any warranty may be extended for an additional period (not to exceed a total of 60 months in combination with the basic warranty), but must be purchased from Hussmann and documented with a paid invoice to be valid. The extended warranty must be purchased and paid for prior to the expiration of the basic warranty coverage. The basic and extended warranties listed above do not include replacement or repair of controls, relays, capacitors, or over-load protectors.

## **PATENT WARRANTY**

Hussmann warrants that its products do not infringe the claims of any existing United States patent, but Hussmann makes no warranty against infringement by reason of the use thereof either in combination with other products or in the operation of any process or use of products other than for their intended purpose. This warranty is subject to purchaser promptly notifying Hussmann in the event of any action for such infringement brought against purchaser and permitting Hussmann to participate in the defense of such action. Hussmann reserves the right to modify or replace any product alleged to constitute an infringement, or to remove such product and refund the amount paid by purchaser there for. This warranty is not transferable. The foregoing patent warranty shall not apply to any product or part thereof made to purchaser's design and as to such product or part. Hussmann assumes no liability for patent infringement. The foregoing states the entire liability of Hussmann with regard to patent infringement.

**Any warranty repair made by Hussmann shall not extend the term of the warranty. Any warranty claim must be made to Hussmann in writing within 45 days of the warranty repair date.**

THE WARRANTIES RECITED ABOVE ARE THE ONLY WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, MADE BY HUSSMANN WITH RESPECT TO ITS PRODUCTS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, AND HUSSMANN NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT, ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THE SALE OF ITS PRODUCTS OR ANY PART THEREOF.

THIS WARRANTY SHALL NOT APPLY TO LOSS OF FOOD OR CONTENTS OF THE PRODUCTS DUE TO FAILURE FOR ANY REASON. HUSSMANN SHALL NOT BE LIABLE:

- For any repair or replacements made without the written consent of Hussmann, or when the product is installed or operated in a manner contrary to the printed instructions covering installation and service which accompanied such product;
- For any damages, delays, or losses, direct, consequential, incidental or otherwise, which may arise in connection with such product or part thereof;
- For damages during shipment or caused by fire, flood, strikes, or other circumstances beyond its control;
- When the product is subject to negligence, abuse, misuse or when the serial number of the product has been removed, defaced, or altered;
- When the product is operated on low or improper voltages;
- When the product is put to a use other than as recommended by Hussmann;
- When operation of the product is impaired due to improper drain installation;
- For payment of refrigerant loss for any reason other than on a self-contained case.
- For costs related to shipping or handling of replacement parts;
- For periodic maintenance items such as filters, gaskets, lamps, fuses, and driers;
- Diagnostic charges;
- To defend, indemnify or hold harmless any purchaser or end user for any claims, demands, lawsuits or actions of any nature.