

LIMITED WARRANTY



05/2023

LIMITED 1 YEAR WARRANTY

1. LIMITED WARRANTY

Lavex Industrial products hereby warrants to you, the original purchaser and end user (“you” or “your”), that the products that you purchased which accompany this limited warranty (“products”) shall be free from defects in materials and workmanship under normal use consistent with the accompanying documentation for 1 year commencing upon the date of delivery (the “Warranty Period”).

Lavex Industrial will repair or replace any product determined to be defective and which has been returned, as set forth in section 3 herein, to Lavex. A product may be replaced with a new or used product and/or current or prior revision. Where Lavex determines in its sole judgment that repair or replacement of such product is not reasonable, Lavex will keep the non-conforming product and refund to you the amount you paid for such product. Returned products shall be subject to the balance of the warranty period otherwise applicable. Any reconditioned parts used by Lavex shall be subject to all the same provisions as otherwise applicable to new parts.

THE FOREGOING DESCRIBES THE SOLE LIABILITY OF LAVEX, AND YOUR SOLE REMEDY, FOR ANY BREACH OF WARRANTY. IF YOU DO NOT AGREE WITH THE TERMS OF THIS LIMITED WARRANTY, YOU MUST RETURN THE PRODUCTS UNUSED AND IN THEIR ORIGINAL PACKAGING WITHIN THREE (3) DAYS AND YOUR PURCHASE PRICE WILL BE REFUNDED.

2. WARRANTY EXCLUSIONS AND LIMITATION OF LIABILITY

This limited warranty does not cover: (i) defects or damages resulting from acts of God, casualty, accident, misuse or abuse, overloading, exceeding the recommended weight capacity, neglect, alterations, modification, service or repair by anyone other than Lavex or its independent third party service providers, including without limitation by you; (ii) improper assembly or installation or deinstallation, operation or maintenance, improper connections with peripherals or other causes not arising out of defects in the materials or workmanship of products; (iii) any product for which the warranty sticker has been removed, modified or defaced; (iv) shipping containers, batteries, cabinets, media, software or accessories; (v) normal wear and tear; (vi) damage to or loss of repaired or replaced products during shipping by Lavex except when such damage or loss is caused by poor or inadequate packaging by Lavex; or (vii) products purchased outside the United States.

UNDER NO CIRCUMSTANCES WILL LAVEX BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF LAVEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL LIABILITY OF LAVEX HEREUNDER EXCEED THE GREATER OF \$50 OR THE AMOUNT YOU ACTUALLY PAID FOR THE PRODUCT GIVING RISE TO SUCH LIABILITY, REGARDLESS OF THE CAUSE OF ACTION, IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. NOT ALL JURISDICTIONS ALLOW SUCH LIMITATIONS OF DAMAGES SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

3. PROCEDURE FOR WARRANTY SERVICE

To make a claim under this warranty, you must contact the location where you originally purchased the product within thirty (30) days of discovering a defect. Please have your order number available.

www.WebstaurantStore.com and www.TheRestaurantStore.com: Use the live chat feature.

The Restaurant Store: Contact your store directly.

Clark Food Service Equipment and PRO Marketplace: Contact your account manager directly. If you do not know your account manager, call (717) 392-7363.

Lavex Industrial may investigate any claim and test the defective product during the claim process. Your failure to keep the defective product and permit an investigation and testing will void this warranty. You must obtain a return authorization from Lavex Industrial before returning any product. Any product returned without an authorization will be refused and all shipping costs will be your responsibility.

This warranty gives you specific legal rights. You may also have other rights, which vary from state to state. This warranty is valid only in the contiguous United States.

LIMITED WARRANTY



4. WARRANTY DISCLAIMER AND LIMITATIONS

EXCEPT AND TO THE EXTENT EXPRESSLY SET FORTH ABOVE THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND LAVEX INDUSTRIAL EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN.

EXCEPT AND TO THE EXTENT EXPRESSLY SET FORTH ABOVE, THE PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS, AND LAVEX MAKES NO ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE PRODUCTS OR ANY MATTER WHATSOEVER. THIS IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY LAVEX. THE AGENTS, EMPLOYEES, DISTRIBUTORS, AND DEALERS OF LAVEX ARE NOT AUTHORIZED TO MAKE MODIFICATIONS TO THIS LIMITED WARRANTY, OR MAKE ADDITIONAL WARRANTIES BINDING ON LAVEX. ACCORDINGLY, ADDITIONAL STATEMENTS SUCH AS DEALER ADVERTISING OR PRESENTATION, WHETHER ORAL OR WRITTEN, DO NOT CONSTITUTE WARRANTIES BY LAVEX AND SHOULD NOT BE RELIED UPON. LAVEX DOES NOT WARRANT THAT THE PRODUCTS WILL OPERATE WITHOUT FAILURE, OR THAT THE PRODUCTS WILL MEET YOUR NEEDS OR EXPECTATIONS. NOT ALL JURISDICTIONS ALLOW SUCH WARRANTY LIMITATIONS SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

THIS LIMITED WARRANTY IS THE ENTIRE, EXPRESS LIMITED WARRANTY FOR THE PRODUCT. ALL OTHER EXPRESS, STATUTORY, OR IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED WHERE ALLOWABLE BY LAW. Some states do not allow limitations on warranties, so these limitations may not apply to you.

This warranty supersedes all prior and contemporaneous agreements, representations, or understandings, whether written or oral, relating to the product. This warranty may not be amended or altered except by a written statement signed by an authorized representative of Lavex Industrial. Lavex Industrial will not be bound by any statements or representations that go beyond the terms of this warranty.

LAVEX INDUSTRIAL WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR OTHER DAMAGES FOR LOST PROFITS, FOR LOSS USE OF THE PROPERTY, FOR DAMAGES TO THE PROPERTY OR ITS CONTENTS OR OCCUPANTS, OR FOR INCONVENIENCE, UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER THIS WARRANTY OR OTHERWISE. Some states do not allow for the exclusion or limitation of damages, so these limitations may not apply to you.

Lavex Industrial reserves the right to revise or terminate this warranty at any time. Only products purchased from the revision date of this warranty through the revision date of any subsequent warranty (or any subsequent termination) will be covered by the warranty.

This warranty shall be interpreted exclusively under the laws of the Commonwealth of Pennsylvania.