



51K Series

Big Dipper® Limited Warranty & Remedy

Thermaco Incorporated ("Thermaco") warrants to the original user that (i) the tank, wrap, lid ends, grease collector, and internal strainer assembly of the product manufactured by Thermaco and delivered with this warranty (the "Product") shall be free from material defects in workmanship and materials during the lifetime of the plumbing system in which such Product is initially installed, subject to the terms and conditions of this warranty and (ii) the electrical assembly delivered with this warranty shall be free from material defects in workmanship and materials for a period of thirty-six (36) months from the date of original invoice to the distributor (if sold by an authorized Thermaco distributor) or the date of invoice to the purchaser (if sold directly by Thermaco). Notwithstanding the foregoing, this warranty shall not cover, and Thermaco shall have no obligation to repair or replace, any of the following component parts of the Product: gaskets, wiper blades, flip door gaskets, magnets, and flow control.

Any and all warranty claims must be made in writing to Thermaco at 646 Greensboro Street, Asheboro, NC 27203, promptly after discovery of the warranted defect and within the applicable warranty period. Following and subject to Thermaco's preliminary approval of a warranty claim, the warranted Product must be delivered, prepaid, to Thermaco, together with proof of purchase (which must be dated), the Product's serial number, and a return authorization number issued by Thermaco. If Thermaco determines upon examination that the Product is defective and that the warranty conditions are satisfied, Thermaco's sole obligation under this warranty, and the original user's sole and exclusive remedy, is the repair or replacement, at Thermaco's sole discretion, of the defective equipment, component, or parts. Any replacements will be furnished F.O.B. point of shipment. Thermaco reserves the right to ship the user replacement parts with installation instructions. If Thermaco determines that the part, component, or the Product is not defective or that any condition of this warranty is not satisfied, then Thermaco shall have no obligation to the original user to repair or replace any such part, component, or the Product, and any return of such part, component, or the Product shall be at the original user's cost.

This warranty shall not cover any defect in an otherwise covered Product resulting directly or indirectly from (and the occurrence of any of the following shall void any otherwise applicable warranty claim): (i) failure to install, operate or maintain the product in accordance with Thermaco's instructions and procedures, including, without limitation, use in excess of rated flow, improper electrical service, use to remove emulsified fats and oils or use that fails to comply with applicable laws, regulations or codes, use outside or outdoors, or failing to disconnect power to the Product during any inactivity lasting longer than two consecutive weeks; (ii) damage in transit, handling or installation; (iii) modifications, adjustments, repairs, or alterations made by persons other than Thermaco representatives or certified plumbers or electricians (with respect to the electronic components); (iv) any change in the original installation or change to the original use of the Product; or (v) other causes not arising out of defects in workmanship or materials. Thermaco shall not be responsible for damage to products resulting from vault flooding, sewer line back-up, pumping or lift station failure, ambient water flow or other sources of water damage. This warranty does not cover equipment or parts not manufactured by Thermaco. Original user's costs relating to any service, adjustment, removal, repair, packing, or otherwise incurred with respect to the defect prior to submission for warranty are the responsibility of the original user. No distributor, sales person or other person is authorized to make any warranty statements on behalf of Thermaco regarding Thermaco products other than as set forth in this warranty. This statement of warranty supersedes and replaces any quote, brochure, or other statement or document with respect to warranty of the Product.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, THERMACO MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT THERMACO HAD KNOWLEDGE OF THE ORIGINAL USER'S PARTICULAR REQUIREMENTS OR NEEDS, OR WITH RESPECT TO ODOR GENERATION OR OTHER INCIDENTALS RELATING TO USE OF THE PRODUCT.

The sole and exclusive remedy with respect to this warranty any other claim relating to defects or any other condition or use of the Product, however caused, and whether such claim is based upon warranty, contract, tort, strict liability or any other theory, is LIMITED to the repair or replacement of the effected Product, component, or parts, in each case excluding labor or any other cost to remove or install the Product, at Thermaco's sole option, refund of the original purchase price. IN NO EVENT SHALL THERMACO BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE. UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THERMACO FOR ANY CAUSE OF ACTION RELATED TO THE PRODUCTS COVERED HEREBY EXCEED THE NET PURCHASE PRICE RECEIVED BY THERMACO FOR THE PRODUCTS. Any action or suit by the initial user against Thermaco relating to the Product must be brought within three (3) years of the date of the invoices referenced above in cases pertaining to the electrical assembly. This Warranty is made only for the benefit of the original user and is void upon any transfer of ownership.

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