



1 YEAR LIMITED

# Replacement Warranty

Clark Core Services, LLC d/b/a Clark Associates ("Company") warrants all new eligible Acopa products ("Products") will be free of any manufacturing defects and rim chipping for 1 year from the Product's original date of delivery, when purchased from an Authorized Dealer ("Dealer"). The Dealers are as follows: The WEBstaurant Store, LLC; The Restaurant Store, LLC; 11400, Inc. d/b/a Clark Food Service Equipment; Clark PRO, LLC; and Clark National Accounts, LLC. This warranty applies only to the Product's original purchaser for commercial use only.

Company's liability under this warranty is limited to the replacement of the defective Product. In no instance will the cost to replace the Product exceed its original purchase price. In Company's sole discretion, it may provide a refund, in the form of store credit to the Dealer, of the Product's original purchase price instead of replacement. The prescribed remedy is the **SOLE AND EXCLUSIVE REMEDY** for claims under this warranty.

You are solely responsible for determining whether the Product is suitable, effective, or safe for your intended uses. Your intended use should align with Company's marketed use of the Product. This warranty is only valid for rim chipping and damage that occurs during normal use. Normal use includes chilling, serving, washing, and storing of Products following the proper care and handling guidelines advertised, or stated in the Product's manual, alongside Product. Normal use does not apply to edge chips caused directly through negligence or the inappropriate use or application of the Product.

## Eligible Products

This limited warranty applies to the following Products only:

- Acopa Select rim tempered mixing glasses when sold as a case and not customized only.
- 5535116HT, 5535122RT, 5535114RT, 5535120RT, 553616FT, 553620FT.
- Glasses sold with customization, or sold or otherwise provided as part of a sample program, are **not** covered by this warranty.

This warranty does not cover damage to the Product that occurs as a result of improper or abnormal use, abuse, accidental damage, or acts of God.

**THIS LIMITED WARRANTY IS THE ENTIRE 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.** In the event an applicable state prohibits said limitations of the warranty, the warranty shall be deemed modified to the minimum extent necessary to make it consistent with the applicable law.

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 Company. Company will not be bound by any statements or representations that go beyond the terms of this warranty.

**COMPANY WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR OTHER DAMAGES FOR LOST PROFITS, FOR LOSS OF 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.** In the event an applicable state prohibits said limitations of damages, the damages shall be deemed modified to the minimum extent necessary to make it consistent with the applicable law.

Company 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, with venue being located in Lancaster County, Pennsylvania or, for federal claims, in the Middle District of Pennsylvania. Further, as consideration for this warranty, you specifically and voluntarily agree to the waiver of your right to jury trial.

All Company Products are only warranted for use in the United States of America and Washington, D.C.

## Claims and Inquiries

To make a claim under this warranty, you must contact the location where you originally purchased the Product. Claims must be reported no later than 30 days following the discovery of the defect, not to exceed the length of the warranty following the original date of delivery. Please have your order number available.

- **WebstaurantStore.com and www.TheRestaurantStore.com** - Use the Live Chat feature
- **The Restaurant Store** - Contact your local store directly.
- **11400, Clark PRO and Clark National Accounts** - Contact your account manager directly. If you do not know your account manager, call (717) 392-7363.

Company 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 Company 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 United States of America and Washington, D.C.