



## LIMITED WARRANTY

Varimixer warrants its commercial mixers to the original purchaser against defects in material or manufacture for a period of one year from the date of original purchase, subject to the following exclusions and limitations. The warranties provided by Varimixer do not apply in the following instances:

### EXCLUSIONS

1. In the event that the equipment is improperly installed. Proper installation is the responsibility of the installer, proper installation procedures are covered in the Varimixer Spare Parts and Operations Manual.
2. In the event that the equipment is improperly maintained. Proper maintenance is the responsibility of the user. Proper maintenance procedures are covered in the Varimixer Spare Parts and Operations Manual.
3. In the event that failure or malfunction of the appliance or any part thereof is caused by abnormal use or is otherwise not attributable to a defect in material or manufacture.
4. In the event that the appliance, by whatever cause, has been materially altered from the condition in which it left the factory.
6. On parts which would normally be worn or replaced under normal conditions.
7. With regard to adjustments and/or calibrations. Checking of and changes in adjustments and calibrations are the responsibility of the installer, Proper installation is the responsibility of the installer, proper installation procedures are covered in the Varimixer Spare Parts and Operations Manual.

If any oral statements have been made regarding the appliance, such statements do not constitute warranties and are not part of the contract of sale. This Limited Warranty constitutes the complete, final and exclusive statement with regard to warranties.

THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR WARRANTY AGAINST LATENT DEFECTS.

### LIMITATIONS OF LIABILITY

In the event of warranty claim or otherwise, the sole obligation of Varimixer shall be the repair and/or replacement at the option of Varimixer, of the appliance or component or part thereof. Such repair or replacement shall be the expense of Varimixer *except* that travel over 100 miles or two hours, overtime, and holiday charges shall be, the expense of the purchaser. Any repair or replacement under this warranty does not constitute an extension of the origin, warranty for any period for the appliance or for any component part thereof. Parts to be replaced under this warranty will be repaired or replaced at the option of Varimixer with new or functionally operative parts. The liability of Varimixer on any claim of any kind, including claims based on warranty, expressed or implied, contract, negligence, strict liability or any other theories shall be solely and exclusively the repair or replacement of the product as stated herein, and such liability shall not include, and purchaser specifically renounces any rights to recover, special, incidental, consequential or other damages of any kind whatsoever, including, but not limited to, injuries to persons or damage to property, loss of profits or anticipated profits, or loss of use of the product.

### TO SECURE WARRANTY SERVICE

If you claim a defect covered by this Limited Warranty, first direct your claim to the local Authorized Service Agency, giving model, serial and code numbers, voltage, a description of the problem and your sales slip. If this procedure fails to be satisfactory to you, you may write to the Varimixer National Service Manager, 14240 South Lakes Drive, Charlotte, NC 28273; you should include the information listed above.