

WASHER-EXTRACTOR WARRANTY CERTIFICATE



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Commercial/Industrial Washer-Extractor Worldwide Limited Warranty (Revised August 2004)

Starting Serial Number By Model Available Upon Request

Continental Girbau, Inc. ("Continental") warrants to the original purchaser that all new Continental brand washer-extractors ("Equipment") and all new replacement parts ("Parts") to be free from defects in material and workmanship under normal use and service. The normal use of the Equipment and Parts is in commercial and industrial laundries. If machines are mounted on bases not supplied by Continental or approved in writing by Continental's President, the warranty is void. The term of Continental's obligation under this limited warranty shall be limited as follows:

- (a) For a period of three (3) years from the date of Continental's invoice or the Equipment installation date as provided in writing by the invoiced party within 90 (ninety) days of the invoice date. Shall be no later than three-and-one-half (3-1/2) years from the date of the manufacture of the Equipment providing installation is completed by an authorized Continental Girbau Distributor, if not, then two (2) years from the date of installation of the Equipment, but no later than two-and-one-half (2-1/2) years from the date of the manufacture of the Equipment applies.
- (b) For a period of five (5) years from the date of installation for the inner cylinder (including coupler and shaft assembly), bearing and bearing seals, "H" frame assembly on hard-mount models and inner and outer frame assembly on H1 and H2 soft-mount models, but no later than five-and-one-half (5-1/2) years from the date of manufacture thereof; and
- (c) For all Parts, the remaining term of the limited warranty of the Equipment to which the Parts are incorporated or one (1) year from the date of sale of the Parts, whichever time period is greater.
- (d) Specifically excluded are fuses.

Continental's obligation under this warranty is further limited to the repair or replacement of the Equipment or Parts, free of charge, FOB Continental's designated facility. Continental shall have the sole discretion to determine whether any Equipment and Parts presented to it under this limited warranty is defective and whether the same shall be repaired or replaced. All transportation charges and duties shall be borne by the purchaser. This warranty does not include any labor expenses to diagnose, adjust, service, remove, install, replace or any other labor expense for Equipment or Parts.

This limited warranty shall be the limit of Continental's liability for any breach of warranty. Purchaser must notify Continental by registered mail or certified mail, return receipt requested, of a breach of warranty within thirty (30) days after the discovery thereof, but no later than the warranty period, time being of the essence. No allowance shall be granted for any alterations made to the Equipment or Parts by the purchaser without Continental's President's prior, written consent. Continental shall have the discretion to require that the purchaser return to Continental any and all defective Equipment and Parts, or portions thereof. However, no Equipment or Parts shall be returned to Continental for repair or replacement without Continental's prior written authorization. The determination by Continental not to require the return to it of defective Equipment or Parts shall not be deemed to constitute a waiver of other terms of this limited warranty or of its right to enforce all of the terms of this limited warranty thereafter.

Continental does not warrant that the Equipment or Parts shall meet the requirements of any safety code of any state, municipality or other jurisdiction other than the safety agency approvals as stated on the machine. Purchaser assumes all risk and liability whatsoever resulting from the use of the Equipment and Parts, whether used singly or in combination with other machines or apparatus.

This limited warranty shall not apply to persons or parties other than the original purchaser of the Equipment or Parts. This warranty shall not apply to any Equipment or Parts, which have been altered without Continental's President's written consent, or altered in any way so as in the judgment of Continental to affect adversely the stability or reliability of the Equipment or Parts. This limited warranty shall not apply to Equipment or Parts in which parts from a manufacturer other than Continental have been incorporated or equipment or parts which have not been purchased from Continental. Further, this warranty shall not apply to Equipment or Parts that have been subjected to misuse, negligence, have not been installed, maintained and operated in accordance with Continental's printed instructions, have not been utilized for their normal use or have been operated under conditions more severe than, or otherwise exceeding, those set forth in the specifications for the Equipment or Parts. Damage caused by weather variations, temperatures, water or chemicals are not covered by this warranty. Continental reserves the right to change components, assemblies, design or construction of its Equipment without notice and without obligation to update or modify any previously supplied Continental Equipment or Parts.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND ALL OTHER OBLIGATIONS OR LIABILITIES ON CONTINENTAL'S PART. CONTINENTAL NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR CONTINENTAL ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF THE EQUIPMENT AND PARTS. THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND PURCHASER HEREBY WAIVES ALL OTHER REMEDIES, WARRANTIES, GUARANTEES OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY OBLIGATIONS OF CONTINENTAL WITH RESPECT TO FITNESS, MERCHANTABILITY, INCIDENTAL DAMAGES AND CONSEQUENTIAL DAMAGES) OR WHETHER OR NOT OCCASIONED BY CONTINENTAL'S NEGLIGENCE. THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT UPON THE PRIOR WRITTEN INSTRUMENT SIGNED BY CONTINENTAL GIRBAU INC.'S PRESIDENT.

For warranty service, purchaser shall contact the distributor from which the Equipment or Part was originally purchased or the nearest Continental distributor. In the event that purchaser is unable to make contact with a Continental distributor, Purchaser shall contact Continental directly as follows:

Continental Girbau, Inc. • Attn: Service Department • 2500 State Road 44 • Oshkosh, WI 54904 USA • (800) 256-1073 or (920) 231-8222 • FAX: (920) 231-4666

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