

## CHECKSTAND WARRANTY 20210426

### 90 DAYS PARTS & LABOR+ 9 MONTHS PARTS

**KILLION INDUSTRIES, INC.** warrants the checkstand and all parts thereof manufactured by Killion Industries to be free from defects in material and workmanship under normal use and service. Killion Industries' obligations under this Warranty shall be limited to repairing or replacing, at its option, any part of the checkstand which proves to be defective, to Killion Industries' satisfaction, within 90 days from the date of invoice. Killion Industries will assume responsibility for the reasonable cost of labor provided Killion Industries is the dispatching agent. No labor costs will be paid unless the repairing agent has obtained a Service Authorization Number from Killion Industries prior to the repair. If a malfunction occurs after 90 days from the date of invoice, Killion Industries shall provide a replacement of the defective part for an additional 9 months. This Warranty shall not apply to the checkstand, or any part thereof, which has been subject to any accident, alteration, abuse, misuse, or damage by flood, fire, or act of God. In no event shall the company be liable for injury to person or property caused by defective equipment, loss of use, revenue, or profit or for any other indirect, special or consequential damages including, but not limited to, food product loss.

**WARRANTY IS NOT TRANSFERABLE.** This warranty is not assignable and applies only in favor of the original purchaser / place of original installation. Any such assignment or transfer shall void the warranties herein made and shall void all warranties, expressed or implied, including any warranty of merchantability or fitness for a particular purpose.

**TRANSPORTATION COSTS.** KILLION will pay the cost of freight for any and all parts under warranty. KILLION will not accept returned parts freight collect, unless that shipment has received prior approval. KILLION is not responsible for any other transportation costs.

**WARRANTY CLAIMS.** All claims should include: model number, serial number, and all pertinent information supporting the existence of the alleged defect. Any action for breach of these warranty provisions must commence within One (1) year after the cause of action occurred.

This warranty is in lieu of all other warranties, expressed or implied, and does not include any implied warranties of merchantability or fitness for a particular purpose. KILLION'S sole liability shall be limited to the repair or replacement of any defective part or parts, as above stated, and shall not include labor or other expenses incurred in the removal and /or installation of defective parts or equipment, unless otherwise specified above.