

LIMITED PRODUCT WARRANTY SOFTWARE LICENSE



FIRST YEAR - - The Manufacturer warrants every cooler, bottle filling station, packaged water chiller, fountain, and accessory to be free from defects in materials and workmanship under normal use for one (1) year from date of install or eighteen (18) months from date of shipment from factory, whichever occurs first. The Manufacturer warrants every LK44 Series outdoor tubular fountain and bottle filling station to be free from defects in materials and workmanship under normal use for five (5) years from the date of install or sixty-six (66) months from date of shipment from factory, whichever occurs first. This extended warranty does not apply to freeze resistant assemblies.

SECOND THROUGH FIFTH YEARS - The Manufacturer warrants the compressor and hermetically sealed refrigeration system, including cooling coils or tank assembly when part of the hermetically sealed refrigeration system, to be free from defects in material and workmanship under normal use for an additional four (4) years from the end of the one (1) year period described above. Packaged water chillers are not subject to the additional four (4) year warranty when used in chilled water commercial/industrial applications other than for potable water.

INSTALLATION AND OPERATION - The foregoing Limited Warranty applies only when the product is installed and operated in accordance with the Manufacturer's written instructions included with each unit. These products are designed to operate on 20 psi to 105 psi supply line pressure. Non-filtered Bi-level units require a minimum of 40 psi supply line pressure to ensure adequate stream height from each bubbler when activated simultaneously. Bi-level filtered models, regardless of supply line pressure, cannot provide adequate stream height from each bubbler when activated simultaneously. The Limited Warranty does not apply to products, which on examination by the Manufacturer or its agent, are found to have been subjected to accident, alteration, abuse, misuse, misapplications, corrosive type atmospheres, or abnormal use.

OWNER'S OBLIGATIONS - It is the owner's obligation to pay for any repairs or maintenance not covered by the Limited Warranty, including service calls related to non-warranty issues. Any appearance imperfections are to be noted at time of installation, and the installer or the supplier notified without delay. In the case of products located within the United States or Canada, it is the owner's responsibility to allow access to the unit for the authorized service centre to repair on site and/ or remove unit from wall to repair at the authorized service centre's discretion. In the case of products located outside the United States or Canada, the owner is to return any part for which replacement is sought to the closest authorized service centre or to the manufacturer's factory repair department.

MANUFACTURER'S OBLIGATIONS - When the product is located within the United States or Canada, the Manufacturer's obligation under this Limited Warranty is limited to the labour and parts to repair or replace any part which is expressly covered by this Limited Warranty at one of its authorised service centres or at its factory repair department. The warranty applicable to any replacement unit shall be the remaining warranty period on the replaced unit. The Manufacturer's obligation also includes cost of outbound freight (but not express freight) of the part or parts from an authorized service centre or the factory repair department, but only if the Manufacturer determines that the part or parts, and the purported defect or defects, are covered by this Limited Warranty.

When the product is located outside the United States or Canada, the Manufacturer's obligation under this Limited Warranty is limited to providing a replacement part for any part expressly covered by this Limited Warranty which, upon examination by the Manufacturer or its agent, is found to be defective, but does not include any obligation to provide labour or to pay labour costs incurred in connection with the replacement. The Manufacturer's obligations also include cost of outbound freight (but not express freight) of the part or parts from the factory repair department to (but not beyond) the port in the United States from which the part or parts are shipped to the ultimate destination, but only if the Manufacturer determines that the part or parts, and the purported defect or defects, are covered by this Limited Warranty.

WHAT WARRANTY DOES NOT COVER - This Limited Warranty does not include payment for any field labour to provide for normal maintenance including adjustments such as water stream height, water temperature or electric eye sensitivity. The water system and regulating valve are not covered by this Limited Warranty if they become inoperative due to liming, sand, or similar residue. This Limited Warranty is voided if repairs are made by an unauthorized party, or the serial number data plate is removed or defaced. Normal deterioration of finish due to use and exposure is not covered by this Limited Warranty. Corrosion of materials is also not covered by this Limited Warranty. The Manufacturer is not liable for repairs, whether cosmetic or structural, to walls where cooler, bottle filler, fountain and packaged water coolers are built into the wall. If inlet pressure is above 105 psi, a pressure regulator must be installed in the supply line. Any damage caused by reason of connecting this water cooler, bottle filler, fountain, or packaged water cooler to supply line pressures lower than 20 psi or higher than 105 psi is not covered by this warranty.

PERSONS ENTITLED TO BENEFIT OF WARRANTY - This Limited Warranty is applicable only to (i) purchasers who purchase the product for the resale in the ordinary course of business, and (ii) the first person who purchases the product other than resale.

SOFTWARE LICENSE PROVISIONS - To the extent the product includes embedded software, the owner and those using the product are granted a restricted, nonexclusive license to use such embedded software. Title to the embedded software shall at times remain with the embedded software licensor. The owner and those using the product shall not remove or alter notices, legends or trademarks contained in the embedded software, nor shall they translate, reverse engineer, decompile or disassemble the embedded software except to the extent applicable law specifically prohibits this restriction. The embedded software is provided "as is" and any warranty offered herein is by or through the Manufacturer. Further information concerning this license of embedded software is available from the Manufacturer.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES, EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE MANUFACTURER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO ANY PERSON. THIS WARRANTY MAY NOT BE ALTERED, VARIED, **OR EXTENDED**, EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY THE MANUFACTURER. THE REMEDY OF REPAIR OR, WHERE APPLICABLE, REPLACEMENT AS PROVIDED UNDER THIS LIMITED WARRANTY IS EXCLUSIVE. IN NO EVENT SHALL THE MANUFACTURER BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES TO ANY PERSON, WHETHER OR NOT OCCASIONED BY NEGLIGENCE OF THE MANUFACTURER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, COSTS OR SUBSTITUTION, PROPERTY DAMAGE, OR OTHER MONETARY LOSS.

This Limited Warranty gives specific legal rights and in some states of the United States there may be other rights which vary from state to state.

DATE OF INSTALLATION _____

SERIAL NUMBER _____

(To Be Filled in By Installer)

Elkay Sales, Inc

**2222 Camden Court
Oak Brook, Illinois 60523**

630.574.8484

Form to be left with the owner by the installer.

