

Limited Warranty

Moyer Diebel Limited (herein referred to as Moyer Diebel, 2674 North Service Road, Jordan Station, Ontario, L0R 1S0 and 3765 Champion Blvd., Winston-Salem, NC 27105) warrants machines, and parts, as set out below.

WARRANTY OF MACHINES: Moyer Diebel warrants all new machines of its manufacture bearing the name Champion, Moyer Diebel and/or Nexus and installed within the United States and Canada to be free from defects in material and workmanship for a period of one (1) year after the date of installation or fifteen (15) months after the date of shipment by Moyer Diebel, whichever occurs first. Products shipped outside of United States and Canada do not have warranty. The warranty registration card must be returned to Moyer Diebel within ten (10) days after installation. Warranty registration must be submitted to Moyer Diebel within ten (10) days after installation either online on the Moyer Diebel website (<http://www.moyerdiebel.com/service/>) for the USA or <https://www.championmoyerdiebel.ca/warranty-registration> for Canada or by fax on the form provided in the front of this manual. If warranty card is not returned to Moyer Diebel within such period, the warranty will expire after one year from the date of shipment. Moyer Diebel will not assume any responsibility for extra costs for installation in any area where there are jurisdictional problems with local trades or unions. If a defect in workmanship or material is found to exist within the warranty period, Moyer Diebel, at its election, will either repair or replace the defective parts, machine or accept return of the machine for full credit. In the event that Moyer Diebel elects to repair, the labour and work to be performed in connection with the warranty shall be done by a Moyer Diebel "Authorized Service Agent" during regular working hours and will be covered at normal rates and any additional overtime rate will be at the responsibility of the equipment purchaser. Warranty is covered up to 50 miles or 80 kms of travel from a Moyer Diebel authorized service technician. If travel exceeds 50 miles or 80 kms, then the end user will be responsible for additional travel expenses. Service calls initiated under warranty that are found to not contain any defects in materials or workmanship, will not be covered by Moyer Diebel. Defective parts become the property of Moyer Diebel. Use of non OEM replacement parts not authorized by Moyer Diebel will relieve Moyer Diebel of all liability in connection with its warranty. In no event will Moyer Diebel's warranty obligation exceed Moyer Diebel's charge for the machine. Models that come with a factory paid start-up will be limited to one visit. Machines found to have issues related to installation procedures, or delays of any kind, will not be covered by Moyer Diebel and the sole responsibility of the equipment purchaser.

The following are not covered by Moyer Diebel's warranty:

- a. Element tubes and/or squeeze tubes.
- b. Vacuum breakers.
- c. Replacement of fuses or resetting of overload breakers, or high limits.
- d. Adjustment of thermostats, or temperature controlling devices.
- e. Adjustment of clutches.
- f. Adjustments of water pressure(s).
- g. Adjustments of chemical pumps.
- h. Opening or closing of utility supply valves or switching of electrical supply current.

i. Cleaning of valves, strainers, screens, nozzles, or spray pipes.

j. Performance of regular maintenance and cleaning as outlined in operator's guide.

k. Damages resulting from water conditions, accidents, alterations, improper use, abuse, tampering, improper installation, low voltage conditions, inadequate wiring, outdoor use, or failure to follow maintenance and operation procedures.

l. Wear on Pulper cutter blocks, pulse vanes, and auger brush.

m. Damages due to improper storage.

n. Special installations or applications, including remote locations, are limited in coverage by this warranty. Any installation that requires extra work, and/or travel, to gain access to the unit for service is the sole responsibility of the equipment purchaser.

Examples of the defects not covered by warranty include, but are not limited to:

1. Damage to the exterior or interior finish as a result of the above.
2. Use with utility service other than that designated on the rating plate.
3. Improper connection to utility service.
4. Inadequate or excessive water pressure.
5. Corrosion from foreign materials, water supplies, improper chemicals, or chemicals dispensed in excess of recommended concentrations.
6. Failure of electrical components due to connection of chemical dispensing equipment installed by others.
7. Leaks or damage resulting from such leaks caused by water quality, or the installer, including machine table connections or by connection of chemical dispensing equipment installed by others.
8. Failure to comply with all local building codes.
9. Damage caused by labour dispute.

WARRANTY OF PARTS: Moyer Diebel warrants all new machine parts produced or authorized by Moyer Diebel to be free from defects in material and workmanship for a period of 90 days from date of invoice. If any defect in material and workmanship is found to exist within the warranty period, Moyer Diebel will replace the defective part without charge.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY. MOYER DIEBEL'S WARRANTY IS ONLY TO THE EXTENT REFLECTED ABOVE. MOYER DIEBEL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, OR FITNESS OF PURPOSE. MOYER DIEBEL SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE REMEDIES SET OUT ABOVE ARE THE EXCLUSIVE REMEDIES FOR ANY DEFECTS FOUND TO EXIST IN MOYER DIEBEL DISHWASHING MACHINES AND MOYER DIEBEL PARTS, AND ALL OTHER REMEDIES ARE EXCLUDED, INCLUDING ANY LIABILITY FOR INCIDENTALS OR CONSEQUENTIAL DAMAGES.

Moyer Diebel does not authorize any other person, including persons who deal in Moyer Diebel dishwashing machines, to change this warranty or create any other obligation in connection with Moyer Diebel Limited dishwashing machines.