

# Salvajor Warranty

## ONE YEAR PARTS AND LABOR

### Equipment covered by this warranty:

All Salvajor commercial disposers, disposer systems, collector systems, accessories and parts.

### Length of this warranty:

Parts and labor for 12 months from date of installation or 15 months from date of shipment from the factory, whichever expires first, on all disposers and systems. Accessories manufactured by Salvajor are covered for parts and labor when they are sold as part of the original disposer assembly or system package. Accessories not manufactured by Salvajor are covered for parts only. Accessories and parts sold separately are covered for parts and/or workmanship for 90 days from date of installation.

### Warranty coverage:

Providing the equipment is unaltered, has been properly installed, maintained and operated, Salvajor will repair or replace at no cost, defective parts due to material or workmanship, if such service is performed by a Salvajor Authorized Service Center. Parts wear is not considered a defect.

### Conditions not covered by this warranty:

Faulty or improper electrical installations, faulty or improper plumbing installations, disposer jammed by foreign object, tripped overload (re-set button), clogged drains, pump jams, clogged solenoid valves, blown fuses, abuse, accidental damage, unit improperly sized for application according to factory recommendations.

This warranty is limited to the continental United States, Hawaii and Canada.

*For your nearest  
Factory Authorized Service Center:  
**Call 1-888-SALVAJOR  
or 816-363-1030**  
**Fax 1-800-832-9373  
or 816-363-4914***



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Manufacturers of Commercial Food Waste Disposing Systems since 1944

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# GENERAL TERMS AND CONDITIONS OF SALE

These Terms and Conditions shall govern the transaction by and between The Salvajor Company (herein referred to as the "Seller") and the customer or person or entity purchasing goods ("Goods") from Seller (therein referred to as "Buyer"), together with any quotation or acknowledgment from Seller relevant to the sale of the Goods and all documents incorporated by specific reference therein, and shall constitute the complete and exclusive agreement governing the sale of Goods by Seller to Buyer. Buyer's acceptance of the Goods will manifest Buyer's assent to these Terms and Conditions.

## 1. PRICES

Unless otherwise specified in writing by Seller, Seller shall have the right to change the price for the Goods to Seller's price for the Goods at the time of shipment. All prices are exclusive of taxes, transportation and insurance which are to be borne by Buyer.

## 2. TAXES

All taxes or government charge (or increase in same) affecting Seller's costs or which seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, storage processing, use or consumption of Goods shall be for Buyer's account and shall be added to the price.

## 3. TERMS OF PAYMENT

Net 30 days invoices will bear the date on which shipment is made and terms are based upon date of shipment and not on date of arrival. Seller shall have the right among other remedies, to terminate or suspend performance under any order, if Buyer fails to make any payment when due. Buyer shall be liable for all expenses, including attorney's fees, relating to the collection of past due amounts. Delinquent payments shall bear interest at a rate to be determined by Seller, which shall not exceed the legal maximum rate, from the date due until paid. Should Buyer's financial responsibility become unsatisfactory to Seller, Seller may require cash payments or satisfactory security.

## 4. SHIPMENT AND DELIVERY

Deliveries are made F.O.B. Seller's shipping point. Risk of loss or damage and liability therefore shall pass to Buyer upon delivery to carrier. Shortages or damages must be acknowledged and signed for at the time of delivery. While Seller will use all reasonable commercial efforts to maintain the delivery date (s), all shipping dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. If the shipment of the Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other resulting expenses.

## 5. LIMITED WARRANTY

Subject to the limitations of Section 6 Seller warrants that the Goods manufactured by Seller will be free from defects in material and workmanship and meet Seller's published specifications at the time of shipment under normal use and regular service and maintenance for a period of one year from the date of shipment of the Goods by Seller unless otherwise specified by Seller in writing. Products purchased by Seller from a third party for resale to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer whether or not the component is incorporated in goods sold by the Seller.

***The warranties provided herein are the sole and exclusive warranties by seller with respect to the goods and are in lieu of and exclude all other warranties, express or implied arising by operation of law or otherwise, including without limitation, merchantability and fitness for a particular purpose whether or not the purpose or use has been disclosed to seller in specifications drawings or otherwise and whether or not seller's products are specifically designed and/or manufactured by seller for Buyer's use or purpose.***

***These warranties do not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, Buyer's negligence, unauthorized modification or alteration use beyond rated capacity, or improper installation, maintenance or application. To the extent that Seller has relied upon any specifications, information representation or operating conditions or other data supplied by Buyer or its agents to Seller in the selection or design of the Goods and the preparation of Seller's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.***

If within thirty (30) days after Buyer's discovery of any nonconformity with warranty within the warranty period, Buyer notifies Seller thereof in writing, Seller shall, at its own option repair, correct or replace F.O.B. point of manufacture, that portion of the nonconformity. Failure by Buyer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Buyer's claim for such nonconformity. Goods repaired or replaced during the warranty period shall be covered by the foregoing warranties for the remainder of the original warranty period or ninety (90) days, whichever is longer.

Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of connected with or resulting from the use of Goods, either alone or in combination with other products/components.

## 6. LIMITATION OF REMEDY AND LIABILITY

***The sole and exclusive remedy for breach of any term or condition or warranty hereunder (other than the warranty provided under Section 7) shall be limited at Seller's option to repair, correction or replacement under Section 5 or refund of the purchase price. Seller shall not be liable for damages caused by delay in performance and in no event, regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise) shall Seller's liability to Buyer and/or its customers exceed the price paid by Buyer for the specific goods provided by Seller giving rise to the claim or cause of action.***

***Buyer agrees that in no event shall seller's liability to buyer and/or its customers extend to include incidental, consequential or punitive damages. The term consequential damages shall include without limitation loss of anticipated profits business interruption loss of use or revenue, cost of capital or loss or damage to property or equipment.***

***It is understood that any technical advice furnished by Seller with respect to the use of the Goods is given without charge and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.***

## 7. PATENTS AND COPYRIGHTS

Subject to the limitations of the second paragraph of Section 6, Seller warrants that the Goods sold except as are made specifically for Buyer according to Buyer's specifications do not infringe any valid U S patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and, that Buyer cooperate fully with Seller and permit Seller to control completely the defense settlement or compromise of any such allegation of infringement. In the event such Goods are held to infringe such a U S patent or copyright in such suit, and the use of such Goods is enjoined, or in the case of a compromise or settlement by Seller, Seller shall have the right, at its option and expense to procure for Buyer the right to continue using such Goods or replace them with non-infringing Goods, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and accept return of them.

## 8. EXCUSE OF PERFORMANCE

Seller shall not be liable for delays in performance or for non-performance due to acts of God, acts of Buyer, war, fire, flood, weather, sabotage, strikes, or labor or civil disturbance, government requests, restrictions, laws, regulations, orders of actions, unavailability of or delays in transportation, default of suppliers, or unforeseen circumstances or any event or causes beyond Seller's reasonable control Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of the agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods or to obtain material used directly or indirectly in the manufacture of the Goods is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may allocate its available supply of the Goods or such material (without obligation to acquire other supplies of any such Goods or material) among itself and its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

## 9. CANCELLATION

Seller may cancel this agreement at any time for any reason upon 30 days written notice. Unless otherwise agreed in writing by Seller, Buyer may not cancel this agreement for any reason.

## 10. CHANGES

Buyer may request changes or additions to the Goods consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price and dates of delivery. Seller reserves the right to change designs and specifications for the Goods without prior notice to Buyer, except with respect to Goods being made-to-order for Buyer.

## 11. ASSIGNMENT

Buyer shall not assign its rights or delegates its duties hereunder or nay interest therein or any rights hereunder without the prior written consent of the Seller, and any such assignment without such consent, shall be void. Seller may assign its rights and delegate its duties hereunder.

## 12. GENERAL PROVISIONS

These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modifications, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of the Seller. No conditions, usage or trade, course of dealing or performance, understanding, or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound and no modification shall be affected by the Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance and all other matters relating to the interpretation and effect of this agreement shall be governed by the law of the state of Missouri. Buyer and Seller agree that the proper venue of all actions arising in connection herewith shall be only in the state of Missouri. The Convention for the International Sales of Goods shall not apply to this agreement.

## 13. COMPLIANCE WITH CERTAIN LAWS

These Goods shall be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended and Executive Order 11246.