



**STACKER SLICER EXCLUSIVE WARRANTY  
AUTHORIZED SERVICE PROVIDER (ASP)**

Jaccard's VA Stacker Slicers are warrantied to the original first end user for parts and labor against any material or workmanship defect for the earlier of 12 months or 750,000 slices starting on date of installation (the "warranty period"). If any equipment fails to work in accordance with the applicable product specifications due to defects in material or workmanship within the warranty period, such equipment will be repaired or replaced at Jaccard's sole option. Normal wear parts are limited to a 30-day replacement warranty (labor not included). Damages incurred in transit, from installation error, inadequate maintenance, normal wear and usage, accident, alteration or misuse or any other cause not the fault of Jaccard, are not covered by this warranty. This warranty does not include reimbursement for transportation or shipping costs or any other expenses which may be incurred. Transit damages should be reported to the carrier at time of receipt.

THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY AND JACCARD MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY OTHER KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR ANY OTHER MATTER. THE WARRANTIES CONTAINED HEREIN SET FORTH BUYER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS AND SHALL NOT BE DEEMED TO HAVE FAILED ITS ESSENTIAL PURPOSE SO LONG AS JACCARD IS WILLING AND ABLE TO CARRY OUT THE TERMS OF THIS EXCLUSIVE WARRANTY.

IN NO EVENT SHALL JACCARD'S LIABILITY FOR ANY DAMAGES EXCEED THE CUMULATIVE PAYMENTS RECEIVED BY JACCARD FOR THE PARTICULAR SLICER EQUIPMENT WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED, NOR SHALL JACCARD BE LIABLE FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THE LIMITATIONS ON DAMAGES IN THIS PARAGRAPH SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY (INCLUDING WARRANTY REMEDIES UNDER THE WARRANTY HEREIN), TORT OR STRICT LIABILITY. THE ABOVE LIMITATIONS SHALL INURE TO THE BENEFIT OF JACCARD'S SUPPLIERS, AGENTS AND SUBCONTRACTORS.

The ASP agrees that it will not offer to any end user a warranty different than or in addition to this Exclusive Warranty and that it will provide and require its customers to sign any applicable exclusive warranty acknowledgements or other forms of acknowledgements or agreements as Jaccard may reasonably require to be signed by the customers from time to time.

# JACCARD

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### **Warranty Registration**

The ASP is required to complete a warranty registration with upon installation of each new stacker slicers via Jaccard's website (<https://www.jaccard.com/food-service-deli-products-warranty/>)

### **Warranty Fulfillment**

- Please contact Jaccard technical service toll free at (866) 478-7373 to obtain a preliminary warranty coverage determination and if appropriate, an RA# to return the part(s) for final warranty coverage determination. *NOTE: It should be understood that issuance of an RA# does not guarantee warranty claim approval. As such, it is up to the ASP to determine whether to invoice the end user for the service / repair contingent upon warranty claim approval by Jaccard.*
- Upon request by the ASP, Jaccard will generate a sales order to ship replacement part(s) to the ASP. *NOTE: The ASP may choose to issue a PO# or use the RA# to authorize / track the sales order for the replacement part(s). Jaccard will include the RA# on the sales order for tracking and possible warranty credit.*
- Jaccard will invoice the replacement part(s) the same day the part(s) ship.
- The ASP is responsible for returning the parts requested for warranty coverage to Jaccard within 30 calendar days from the date the RA# was issued. *NOTE: ASP must include the RA# prominently on the outside packaging when shipping the part(s) back to Jaccard or risk refusal to receive the shipment by Jaccard.*
- If the ASP fails to return the part(s) covered by the RA# (without prior written consent for extension by Jaccard) within 30 calendar days of the date the RA# was issued, the warranty claim will be null and void, and payment for the replacement parts will be due within the normal payment terms granted to the ASP by Jaccard.
- Upon receipt of the part(s) covered by the RA# a final determination of warranty coverage will be made by Jaccard. If it is determined that warranty coverage is applicable, Jaccard will issue a credit for the warranted part(s). *Note: freight is not included in warranty coverage and must be paid for by the ASP.*
- If it is determined that warranty coverage is not applicable, Jaccard will contact the ASP and explain the rationale and advise that the invoice for replacement part(s) including freight, if not previously paid, is valid and payable by the ASP. *NOTE: Upon ASP's written request (e-mail or other) within 10 business days from warranty coverage determination / notification, Jaccard will return the part(s) submitted for warranty coverage to the ASP at ASP's cost.*

*\* This warranty does not include overtime charges for work performed other than during normal business hours of Monday thru Friday from 8:30 AM to 5:00 PM. All warranty work must be performed by Jaccard Corporation or its authorized service provider. An allowance to cover labor related to installation, user training and warranty is included in the ASP machine discount price. As such, the ASP is prohibited from charging end users for labor or parts relating to Jaccard approved warranty claims.*