

AMERICAN DRYER CORPORATION COMMERCIAL DRYER WARRANTY

Domestic (U.S. & Canada) PART NO. ADC 112258
Effective January, 2000

IMPORTANT: READ THIS WARRANTY CAREFULLY

The **American Dryer Corporation (ADC)** warrants all new equipment (and the original parts thereof manufactured by **ADC**) to be free from defects in material or workmanship for a period of two (2) years from the date of sale, but in no event more than two and one-half (2-1/2) years from the date of manufacture thereof, except as hereinafter provided.

All **ADC** equipment and parts are to be purchased solely for commercial or industrial use.

This warranty extends only to the original purchaser of **ADC** products and to those persons who, under applicable state law, are entitled to rely hereon as third party beneficiaries, **but in no event shall ADC be liable for property damage sustained by such a third party beneficiary if said applicable state law contemplates such liability but permits its exclusion.**

With respect to all new repair or replacement parts for equipment manufactured by **ADC** for which the two (2) year warranty period has expired or for all new repair or replacement parts for equipment not manufactured by **ADC**, the warranty period is limited to ninety (90) days from the date of sale. The warranty period on each new replacement part furnished by **ADC** in fulfillment of the warranty on all new replacement parts shall be for the unexpired portion of the original warranty period on the part replaced.

With respect to lint screens, V-belts, gaskets, fuses, and other accessories furnished with the new equipment but not manufactured by **ADC**, the warranty is limited to one (1) year.

ADC's total liability arising out of the manufacture and sale of new equipment and parts, whether under the warranty or caused by **ADC's** negligence or otherwise, shall be limited to **ADC** repairing or replacing, at its option, any defective equipment or part returned f.o.b. **ADC's** factory, transportation prepaid, within the applicable warranty period and found by **ADC** to have been defective. The liability of **ADC** does not include furnishing or paying for any labor such as that required to service, remove, or install; to diagnose troubles; to adjust, remove, or replace defective equipment or a part; nor does it include any responsibility for transportation or insurance or other related expense which is involved therein.

With respect to dryers manufactured with a steam coil, said steam coil warranty is subject to a prorated use charge from date of dryer purchase or date of manufacture, whichever is applicable. The dryer owner making a warranty claim for a steam coil may elect to purchase a new steam coil under **ADC's** "No Return Program" at a reduced price or return the claimed coil (after receiving written authorization from **ADC**) at the dryer owner's expense for evaluation and warranty verification by **ADC** and the steam coil manufacturer. Steam coils are subject to all provisions of the Dryer Warranty.

Under the "No Return Program," the price to the dryer owner will be:

1 - 6 months	List less 80% + shipping charges
7 - 12 months	List less 75% + shipping charges
13 - 24 months	List less 70% + shipping charges
25 - 30 months	List less 63% + shipping charges

If a steam coil is returned for evaluation and found to have failed due to material or workmanship, the price of a replacement steam coil will be:

1 - 12 months	No charge (dryer owner is responsible for shipping charges)
13 - 24 months	List less 85% + shipping charges
25 - 30 months	List less 78% + shipping charges

If a steam coil is returned for evaluation and found to have failed due to reasons other than manufacturers' defect in material or workmanship (operated under pressures, plumbing, or conditions other than those specified by **ADC** as outlined below), the dryer owner is not eligible for steam coil pricing under the "No Return Program."

The warranty of **ADC** is conditioned upon installation and use of its equipment under normal operating conditions. The warranty is void on equipment or parts: that have been subjected to misuse, accident, or negligent damage; operated under loads, pressures, speeds, electrical connections, plumbing, or conditions other than those specified by **ADC**; operated or repaired with other than genuine **ADC** replacement parts; damaged by fire, flood, vandalism, or such other causes beyond the control of **ADC**; altered, or repaired in any way that affects the reliability or detracts from its performance; which have had the identification plate or serial number altered, effaced, or removed; or which have been located in the proximity of dry cleaning machines and/or perchloroethylene.

No defective equipment or part may be returned to **ADC** for repair or replacement without prior written authorization from **ADC**. Charges for unauthorized repairs will not be accepted or paid by **ADC**.

The waiver by **ADC** of any individual term of this warranty shall not operate as a waiver of any other term of this warranty or of any future right, power, or privilege of **ADC**.

ADC is not responsible for any injury, property damage, or other consequential or incidental damages arising directly or indirectly from the purchase or use of its products or from any defect in material or workmanship.

ADC makes no other express or implied warranty, statutory or otherwise, concerning the equipment, parts, or service, including, without limitation, a warranty of fitness for a particular purpose, a warranty of merchantability, or any other implied warranties which may arise from course of dealing or usage of trade. The warranties given here are expressly in lieu of all other warranties, express or implied. ADC neither assumes, nor authorizes any person to assume for it, any other warranty or liability in connection with the manufacture, use, or sale of its equipment or parts.

