

# GENERAL INFORMATION

## Warranty and Terms of Sale

### Warranty

Lakeside Manufacturing, Inc. ("Lakeside") warrants to the original purchaser that Lakeside Equipment will be of high standards of workmanship and materials and will be free of defects when shipped for a period of one year.

In addition to the above, Lakeside warrants to the original purchaser that component pumps used in condiment carts will be of high standards of workmanship and materials and will be free of defects when shipped for a period of one year for materials and 90 days for labor and service.

The foregoing is Lakeside's sole warranty with respect to the Equipment. THIS WARRANTY IS EXPRESSLY IN LIEU OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES.

The warranties will not apply if it is determined by Lakeside that the Equipment became defective due to accident or because the purchaser failed to exercise due responsibility, abused, misused, misapplied or permitted alterations of the Equipment.

THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY against Lakeside shall be for the repair or replacement of defective original parts after it is determined by Lakeside that the parts are indeed defective. In addition, the above warranty does not cover any costs connected with removing or replacing any defective part nor the costs to transport the defective part or unit back to the manufacturer. All replacement parts are sent out F.O.B. factory.

Nothing in the above warranties shall make Lakeside liable for any incidental or consequential damages, including damages from or to food or any other object used in this Equipment, injury to personal property, or any other form of economic loss which result from defective Equipment or any part thereof.

This Warranty will be governed by the laws of the State of Wisconsin.

This Warranty is not transferrable, nor assignable by the purchaser.

### Payment Terms

Net 30 days. A late payment fee of 1<sup>1</sup>/<sub>2</sub>% per month will be charged on past due payment balance. Visa, Mastercard and American Express are accepted.

### Returned Checks

There is a charge of \$25.00 for any check returned to Lakeside by the bank.

### F.O.B. Points

Factory, West Milwaukee, WI 53219 and Murfreesboro, TN 37133

### Returned Goods

Not accepted without prior factory authorization. Returned merchandise must be in new, undamaged condition, and in the original shipping container. Returned goods must be received within six months of invoice date. All return shipments must be prepaid. A minimum 25% restocking charge will apply.

**Returns of non-standard or configured merchandise will not be accepted.**

### Freight Damage

It is recommended that the outside and contents of all cartons received be inspected at the time of receipt. It is important that any damage be noted prior to signing for the shipment, since freight carriers are liable for damages only when such damage is indicated on the Bill of Lading. If damage is found, write details on the Bill of Lading and save the shipment, including the shipping case and packing material. Per ICC regulations, it is the responsibility of the consignee to file a claim with the carrier promptly after inspection. For assistance and replacement, contact our Customer Service Department.

### Future Delivery

Orders received without specific shipping date or for shipments beyond three months of receipt will be invoiced at prices prevailing at the time of shipment.

### Rush Orders

A service charge will apply to orders with expedited ship dates earlier than quoted normal lead times.