



WATER COOLER WARRANTY AND LICENSE

EXCEPT AS EXPRESSLY STATED HEREIN, MANUFACTURER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY MAY NOT BE MODIFIED OR EXTENDED WITHOUT THE WRITTEN CONSENT OF HAWS. REMEDIES AND REPLACEMENTS STATED HEREIN ARE EXCLUSIVE. IN NO EVENT SHALL HAWS BE LIABLE FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES TO ANY PERSON INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF USE OR PROFITS, SUBSTITUTE PRODUCTS OR COSTS, PROPERTY DAMAGE, OR OTHER MONETARY LOSS.

1. TIME BASED WARRANTY FOR AUTHORIZED RESELLERS AND INITIAL PURCHASERS. Haws Corporation (“Haws”) warrants that every cooler and bottle filling station will be free from material defects in materials and workmanship under normal use for one (1) year from the date of installation or if earlier, eighteen (18) months from date of shipment from Haws’ factory. Haws warrants that the compressor and hermetically sealed refrigeration system, which includes cooling coils and tank assembly, insofar as either is part of the hermetically sealed refrigeration system, will be free from material defects in materials and workmanship under normal use for an additional four (4) years from the end of the initial time period described in the first sentence of this paragraph. (This warranty for years 2 through 5 is pro-rated for the remaining replacement value based on the portion of the warranty period expired). The warranties set forth in this paragraph are collectively referred to herein as the “**Limited Warranty**”. This Limited Warranty applies only to coolers and bottle filling stations purchased by (i) authorized resellers of Haws’ products, and (ii) the initial purchaser (first owner) who purchases the product other than for resale.

2. WARRANTY VOID. The products must be installed and operated in accordance with Haws’s written instructions included with each unit, or the Limited Warranty will be null and void. The products are designed to operate on 30 - 90 psi flowing inlet pressure. Depending on water temperature and flowing inlet pressure for bi-level water coolers, ADA-compliant bubbler stream heights are not guaranteed when both bubblers are activated simultaneously. Where products are found by Haws to have been subjected to negligence, recklessness, accident, alteration, abuse, carelessness, misuse, misapplications, corrosive type atmospheres, unsuitable environments, faulty installation, or abnormal use, this Limited Warranty will be null and void.

3. RESPONSIBILITIES. The owner is responsible for any repairs or maintenance not covered by this Limited Warranty, including service for issues that not warranted hereunder. The owner must deliver written notice to Haws of any imperfections at the time of installation without delay. Haws’ obligations under this Limited Warranty are limited to labor and parts to repair or replace any part which is expressly covered by this Limited Warranty at its factory repair department, when the product is in the United States or Canada. The Limited Warranty applicable to any replacement unit shall not extend beyond the warranty period of the original unit (e.g., if a replacement cooler is installed 8 months after installation of the original cooler, the replacement cooler will be warranted for 4 months from installation.). Haws’ duty also includes costs of outbound freight (but not express freight) of the part or parts from the factory repair department, but only if the part or parts, and the purported defect or defects, are covered by this Limited Warranty, in Haws’ sole discretion. When the product is located outside the United States and Canada, Haws’ obligation under this Limited Warranty includes only providing a replacement for any part expressly covered by this Limited Warranty which is found to be defective by Haws or its agent but does not include any obligation to provide labor or to pay labor costs incurred in connection with the replacement. Haws’ duties also include cost of outbound freight (but not express freight) of the part or parts from the factory repair department to (but not beyond) the port in the United States from which the part or parts are shipped to the final destination, but only if the part or parts, and the purported defect or defects, are covered by this Limited Warranty, in Haws’ sole discretion. To obtain warranty service, Owner must call the factory. For the nearest Manufacturer factory, call (800) 766-5612.

4. EXCLUSIONS. This Limited Warranty does not include the costs of any labor for normal maintenance including adjustments such as water stream quality, water temperature or energy savings mode. The water system and laminar flow inserts are not covered by this Limited Warranty if Haws determines that they have become inoperative due to liming, sand or similar residue or decomposition. This Limited Warranty is voided if repairs are made by any unauthorized party or the serial number data plate is removed or has been modified from its original state. Normal deterioration of finish caused by ordinary wear and tear, corrosion, or exposure is not covered by this Limited Warranty. Haws is not responsible for any repairs whatsoever to walls on which the coolers and bottle filling stations are installed. If inlet pressure is above 90 psi, a pressure regulator must be installed in the supply line to preserve this Limited Warranty. Any damage caused by connecting the water cooler and bottle filling stations to supply line pressures lower than 30 psi or higher than 90 psi is not covered by this Limited Warranty. If the coolers or water filling stations, as applicable, are altered, modified, or combined with any other machine or devise this Limited Warranty is null and void. **Caution: alteration or modification of the coolers and/or water filling stations may cause serious flooding and/or hazardous electrical shock or fire.**

5. LICENSE. If the water cooler or bottle filling station includes embedded software, the owner and those using the product are granted a limited, restricted, non-exclusive, non-transferable, non-sublicensable license to use such embedded software solely for the operation of the product in owner’s business and not for any commercial purpose. Haws retains title to the embedded software and all intellectual property rights therein and in any derivatives thereof. The owner and those using the product shall not remove or alter notices, legends or trademarks contained in the embedded software, nor shall they translate, reverse engineer, decompile or disassemble the embedded software except to the extent applicable law specifically prohibits this restriction. Any use of such embedded software not contemplated herein will void this Limited Warranty. The embedded software is provided “as is” and no warranty is provided by Haws. Haws will provide further information concerning this license upon request sent to the address set forth herein.

Product Details:

- ✓ Cooler Model Number: _____
- ✓ Serial Number: _____
- ✓ Date of Installation: _____
- ✓ Location: _____
- ✓ Building: _____
- ✓ State: _____
- ✓ Installed By: _____