



## Warranty Information

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Congratulations on your purchase of equipment from EuroBar. EuroBar believes strongly in the products it builds and backs them with one of the best warranties in the industry. Included standard with every item comes the peace of mind that it has been thoroughly engineered, properly tested, and manufactured to demanding tolerances, by a manufacturer with over thirty (30) years of fabrication experience. In addition to this commitment, EuroBar has a dedicated staff of associates to assist you with any questions or concerns that may arise after delivery of your new equipment.

### **STANDARD WITH EVERY EUROBAR ITEM:**

- One year replacement of parts that are defective in material or workmanship
- Free freight to customer specified location for in-warranty parts within the continental U.S.
- One year normal labor coverage for repairs needed due to originally defective material or workmanship (reasonable geographic and industry rates apply).
- Replacement gaskets and rubber seals will be shipped as a warranty replacement for a period of ninety (90) days from date of original installation

### **CONDITIONS OF STANDARD WARRANTY:**

Proper maintenance is essential to ensure long-term durability and customer satisfaction. Loss or damage caused by a failure to properly use or maintain the goods covered under this agreement may void warranties. This warranty is conditional upon EuroBar receiving written notice of any defect subject to this warranty within thirty (30) days of discovery by Customer. Upon shipping the replacement goods (prior to return of defective items), Customer will be invoiced at time of shipment for said goods. At such time as the defective goods are returned and found defective, appropriate credit will be issued. Refer to EuroBar's Returned Goods Policy regarding the procedure to return goods. Replacement parts which are exchanged in the field by EuroBar authorized service agencies will be warranted for ninety (90) days effective from the date of installation. Only EuroBar authorized service personnel may perform repairs or replacement of defective parts.

**WARRANTY VALIDATION:**

The original Customer is responsible for the individual equipment warranties associated with an installation. EuroBar will validate fabricated equipment from the date of shipment. The Customer is responsible for completing warranty validation for all OEM items contained in an installation. The warranty period will commence at the date of shipment. At EuroBar's option, the warranty may be invalidated if the Customer fails to return completed warranty cards to the OEM manufacturers within thirty (30) days after installation.

**CUSTOM MILLWORK WARRANTY:**

- One (1) year parts replacement of any and all parts that are found defective in material or workmanship from date of invoice
- Free freight to customer specified location for all in warranty parts within continental U.S.
- One (1) year normal labor coverage for repairs needed due to originally defective material or workmanship (reasonable geographic and industry rates apply).

**ITEMS NOT COVERED UNDER WARRANTY:**

- Freight damage.
- Damage caused by abuse such as broken glass, freight damage, or scratches and dents.
- Damage caused by fire, water, burglary, accident, misuse, acts of God, attempted repairs or improper installation by unauthorized persons.
- Non-Manufactured items supplied by EuroBar are subject to the OEM Manufactured Warranties and are not the responsibility of EuroBar.

**EXPORT SALES WARRANTY:**

EuroBar's standard warranty does not apply to Export Sales (defined as any shipment outside the continental United States). Rather, for a period of one (1) year from date of original installation not to exceed eighteen (18) months from date of shipment from factory, EuroBar will replace any defective parts normally subject to warranty (freight terms FOB origin). EuroBar will not cover the cost of any packing, freight, or labor, such costs being the sole responsibility of Customer. Customer assumes full responsibility for the proper

installation of EuroBar products purchased for Export Sales, including all expenses. Extended warranty options are not available for Export Sales.

DISCLAIMER OF WARRANTY AND LIMITATION OF REMEDIES: THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY EUROBAR, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF EUROBAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE, REPAIR OR PERFORMANCE OF THE EQUIPMENT. EUROBAR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING EQUIPMENT AND SERVICES OR ANY OTHER PERFORMANCE UNDER OR PURSUANT TO THIS WARRANTY. THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF ANY AND ALL WARRANTIES AND THE SOLE REMEDIES FOR EUROBAR'S LIABILITY OF ANY KIND (INCLUDING LIABILITY FOR NEGLIGENCE) WITH RESPECT TO THE EQUIPMENT AND SERVICES COVERED BY THIS WARRANTY SHALL BE LIMITED TO REPAIR OR REPLACE A DEFECTIVE ITEM OF EQUIPMENT EITHER AT EUROBAR OR IN PLACE AT EUROBAR'S OPTION. IF EUROBAR FAILS TO REPLACE OR REPAIR AS AFORESAID, EUROBAR'S ENTIRE LIABILITY SHALL NOT EXCEED THE ENTIRE AMOUNT PAID TO EUROBAR BY CUSTOMER UNDER THIS WARRANTY. IN NO EVENT SHALL EUROBAR'S LIABILITY OF ANY KIND INCLUDE AND SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES, EVEN IF EUROBAR SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

No employee or agent of EuroBar has any authority to make any representation or warranty that exceeds the warranties stated above. This warranty does not apply to any unit that has been moved from the location where it was originally installed. No claims can be made under this warranty for spoilage of products for any reason, including system failure.

#### **RETURNED GOODS POLICY:**

Authorization for return must first be obtained from EuroBar before returning any merchandise. Any returned goods shipment lacking a return authorization number will be refused, all additional freight costs to be borne by the returning party. Returned equipment must be shipped in the original carton and received in good condition. Any units accepted for return are subject to the prevailing restocking, reconditioning and freight charges in effect at the time return is authorized.

#### **ARBITRATION:**

EuroBarMN, LLC / [info@eurobarstation.com](mailto:info@eurobarstation.com) / (855) 789-3876

The parties agree that arbitration shall be the exclusive and final means for resolving any and any dispute, controversy, claim, or differences (“Disputes”) related to or arising out of or in connection with this warranty (including without limitation any questions concerning the scope and application of this arbitration clause or the arbitrability of any Dispute under this clause), which arbitration shall be conducted according to the rules then in effect of the American Arbitration Association (the “AAA”), or such other rules as the AAA may designate. The arbitration shall be held in **Minneapolis, MN**. The arbitrator shall recognize **Minnesota** law as the law chosen by the parties to govern this warranty, which law shall also be the applicable law to govern the arbitration proceedings. The decision of the arbitrator or arbitration panel shall be a final and binding award on the parties from which no appeal may be taken, and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction thereto. The costs of arbitration, including all reasonable pre-award expenses of the arbitration, the arbitrators’ fees, administrative fees, travel expenses, out-of-pocket expenses, and court costs shall be divided equally between the parties, and each party shall bear its own witness and attorneys’ fees. Notwithstanding the foregoing, it is hereby agreed that no arbitrator or arbitration panel shall have any power to add to, alter or modify the terms and conditions of this warranty, or to decide any issue which does not arise from the interpretation or application of the provisions of this warranty, or to grant any award of punitive damages.

#### **FORCE MAJEURE:**

EuroBar’s ability to service this Warranty may be limited by circumstances beyond EuroBar’s reasonable control, including, without limitation, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies.

#### **ASSIGNMENT:**

Customer shall not have the right to assign or otherwise transfer its rights and obligations under this Warranty except with the prior written consent of EuroBar. Any prohibited assignment shall be null and void.

#### **GOVERNING LAW:**

This Warranty shall be governed by and construed in accordance with the laws of the State of Minnesota notwithstanding any choice of law provisions to the contrary.

#### **ADDRESS FOR WARRANTY CLAIMS:**

Warranty claims should be made in writing to **EuroBarMN, LLC at 7120 Northland Ter N Minneapolis, MN 55428 - Attn: Warranty Department**

EuroBarMN, LLC / info@eurobarstation.com / (855) 789-3876

**ALUMINUM LIMITED WARRANTY:** EuroBarMN, LLC guarantees to the original purchaser that its products will be free from defects in material and workmanship, when properly installed for five (5) years, provided the product has been used within the following restrictions:

1. The product was used for its intended purpose.
2. The product was not loaded beyond the product's load capacity.
3. The product is cleaned and maintained every four (4) weeks with a cleansing agent generally accepted by the industry and the instructions of the specific cleaning agent are followed.
4. Any abuse of, misuse of, changes to, alteration of, or improper maintenance of original equipment shall void this warranty in its entirety.

Casters and wheels and other fastening devices are covered for one (1) year by those manufacturers.

In no event shall EuroBarMN, LLC be liable for any incidental, special, indirect or consequential damages, whether arising from or resulting from misuse, use, inability to use the product, or from defects in the product or other sort.

EuroBarMN,, LLC guarantees its aluminum products for life against rust and corrosion during the time that the original purchaser owns the product.

### **STAINLESS LIMITED WARRANTY**

EuroBarMN, LLC warrants that stainless goods supplied by EuroBarMN, LLC will be free from defects in material and workmanship at the time that they leave our factory.

The exclusive and sole remedy under this LIMITED WARRANTY is that for a period of one (1) year from the date of original purchase of the equipment, EuroBarMN will replace without charge, any defective components or the entire unit, at the sole discretion of EuroBarMN, LLC upon demonstration to its satisfaction that a breach of warranty existed. This LIMITED WARRANTY applies to the equipment only and its expressly does not include labor or service of any kind including without limitation, labor or service expenses related to plumbing connection or installation or removal.

Should any equipment or any components thereof prove to be defective in material or workmanship, EuroBarMN, LLC may, at its option, replace the equipment or any components thereof at the location of its installation or require the purchaser to return the equipment or components thereof to EuroBarMN, LLC's factory, at purchaser's expense. All parts, whether covered by warranty or purchased for replacement or repair, will be shipped

FOB factory. All parts returned to factory for credit must be authorized, in writing by Customer Service and prepaid.

This LIMITED WARRANTY is void in the event of misuse, tampering or misapplication. Consequential damages are expressly excluded from this LIMITED WARRANTY.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY MADE BY EUROBARMN, LLC FOR THE STAINLESS PRODUCT LINE AND THERE ARE NOT OTHER WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE LIMITED WARRANTY STATED ABOVE, ARE DISCLAIMED BY EUROBARMN, LLC AND EXPRESSLY EXCLUDED. NO EMPLOYEE OR AGENT OF EUROBARMN, LLC HAS ANY AUTHORITY TO MAKE ANY REPRESENTATION OR WARRANTY WHICH EXCEEDS THE LIMITED WARRANTY STATED ABOVE.