



Use & Care Manual

Winston
Standard CVap®
Roasting Oven
All Models

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DESCRIPTION

Congratulations on your purchase of the Winston CVap® Roasting Oven, from the manufacturer that developed the Science of Food Thermoisturization. CVap (Controlled Vapor Technology), arising from that science, is the fundamental principle on which the CVap Roasting Oven is based!

The benefits you will experience are precision doneness temperatures, greater yields, safer foods, reduced human disciplines to manage high food quality - to name a few. Five years in development; this appliance combines the science of thermalizing and moisturizing of foods with a microprocessor control that has embedded in it the knowledge of the skilled chef, and the requirements of USDA regulations relative to food safety.

The operating section is all that you need to understand in order to prepare foods to the precise doneness temperature and degree of browning you desire. After only three inputs, the microprocessor takes charge of the dual heat system – to process the High Yield cook cycle, the USDA Hold cycle, then the Serve and Sell cycle. If Fast Roast is needed, the controller provides jump-start dual heat values to cut the cooking time in half.

We want you to be as proud of your purchase as we are of the design of the CVap Roasting Oven. If you'd like a complimentary cookbook, written just for the CVap Roasting oven, download it from our website at www.cvap.com. Or call 1-800-234-5286 to request one, and we'll gladly mail it to you on a compact disk. If you have any question, comments or criticisms, please call our Customer Service Center at 1-800-234-5286. If you would like to communicate with me by Email, my address is Winston@Winstonind.com.

Thank you for your business.

Dr. Winston L. Shelton (Hon.) Chairman of the Board



Read and understand this entire use and care manual before operating your CVap® Roasting Oven.

WARNING:

Operating this appliance can be dangerous.

Read, understand, and obey the following warnings. If you do not you could be burned, badly hurt, or killed!

- Have appliance installed and serviced ONLY by a licensed electrician or trained servicer. Installation and service of appliance involves electrical and high temperature hazards which can cause death, personal injury or property damage.
- If an electrical shock is felt when touching appliance, disconnect power cord immediately and call a trained servicer for repair. If you don't, you could be electrocuted!
- Always turn power switch off any time appliance is not in use. If you don't, electric shock can cause death, personal injury or property damage.
- Always perform daily cleaning procedures for this appliance. Build up of food residues high in acid or chlorides can cause permanent damage to the stainless steel and can contaminate foods!
- Always allow appliance to cool before cleaning. If you don't, you could be badly burned!

CAUTION: Clean evaporator daily to prevent chlorides (salts) from accumulating, causing the evaporator tank to corrode to the extent that leaks will occur. Experience has shown that leaks will occur only through failure to clean and rinse the evaporator daily. LEAKING EVAPORATORS ARE NOT COVERED UNDER WARRANTY.





SHIPPING DAMAGE

All equipment should be thoroughly examined for shipping damage before, during and after unloading. It has been carefully inspected at our factory and the <u>carrier has assumed responsibility for its safe arrival</u>. If the equipment is damaged, either apparent or concealed, <u>a claim must be made to the carrier</u>.

APPARENT LOSS OR DAMAGE

If there is any obvious loss or damage, it must be noted on the freight bill or express receipt and signed by the carrier's agent; otherwise, the carrier may refuse the claim. The carrier will supply the necessary forms.

CONCEALED LOSS OR DAMAGE

When loss or damage is not apparent until after the equipment is uncrated, a claim for concealed damage must be made. Upon discovering damage, make a request in writing to the carrier for inspection within 15 days, and retain all packing. The carrier will supply an inspection report and the required claim forms.

PHYSICAL

Casters are non-marking; back casters are non-locking, front are locking.

Model	Height with 3" Caster (IN/MM)	Width (IN/MM)	Depth (IN/MM)	Weight (LBS/KG)
CAR503	35.7/907	19.9/505	27.1/688	145/66
CAR507	35.8/909	27.6/701	34.5/876	215/98
CAR509	40.8/1036	27.6/701	34.5/876	235/107
CAR522	72.9/1852	27.6/701	34.5/876	410/187

WATER SUPPLY

The evaporator of this appliance must be filled each day and during use from a potable water supply. In that regard, an automatic fill system is provided that is to be connected to a potable water supply. Hardware is included with each oven to allow connection to a copper line.

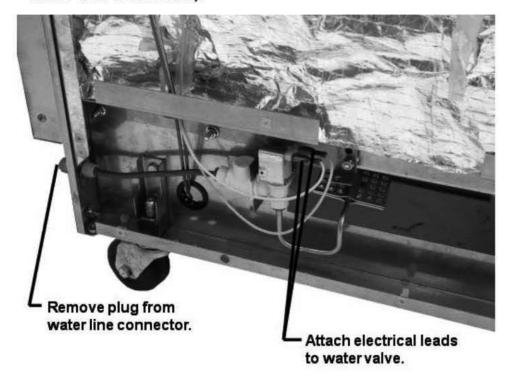
NOTE: When installing the automatic water fill plumbing, make sure to remove the plastic plug from the water inlet connector before hooking up the water line.

If plastic or galvanized piping is encountered, a licensed plumber should be called to make the installation. This equipment is to be installed to comply with the applicable federal, state, or local plumbing codes.



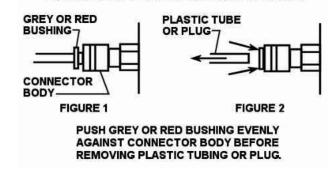
As water evaporates from the dual heat surface of the evaporator, any minerals in the water will deposit on those surfaces. Consequently, the mineral deposits on the surfaces inhibit the ability to transfer heat through the deposits, and the stainless steel on which they are deposited can be degraded and destroyed. The first protection against this is the daily cleaning procedure. It is also recommended that your supplier of potable water be contacted for advice to minimize mineral deposit build-up.

1. DANGER: Unplug appliance from electrical outlet at wall or turn off circuit breaker before performing the next procedure. To gain access to the water valve, it is necessary to remove the top panel from the appliance (3 screws each side), and then remove the left side panel by first removing all of the screws securing it in place. Attach the quick connect lead(s) to the water valve terminals as shown. Reassemble the side and top panels with screws in reverse order of disassembly.



2. To remove the plastic plug from the water line connector, with your fingers, carefully press in toward the body of the connector the small, gray plastic bushing that the plug is set into. Then gently pull the plug out of the connector. Do not try to force the plug out of the connector or you will damage the connector and it will leak after hooking the water line into it. See drawing below.

WATER INLET CONNECTOR QUICK RELEASE





If an Auto Water Fill System is supplied with (or added to) this appliance, then it must be hooked up to a potable water supply line. Winston RECOMMENDS that the tap valve included with the kit be attached to a cold water, copper, brass or steel line (the valve can handle any size line from 3/8" to 1"). The maximum incoming water temperature may not exceed 140°F (60°C) and the incoming water pressure must be between 20 and 150 psi. There are several reasons for the cold water recommendation. Hot water lines in many restaurants can be higher than 180 degrees F. Most CVap appliances are operated with the evaporator at temperatures below that. Even though the flow rate is very small into the cabinet through the water fill system (small amounts are added over short periods - different than the manual fill method whereby large amounts at a time are typically added), it takes longer to effectively cool a water bath upon introduction of hot water (even more pronounced at the beginning of the day) than it does to heat it when cold water is used. Another concern when using hot water is the potential for greater and faster scale build-up (compared to cold water lines) which may clog the saddle valve and incoming line. Finally, there are a number of plastic fittings that are used in the water fill system which are not exposed to heat during normal operation. Exposing them to high temperatures before the introduction of the water into the evaporator may reduce their life. While it is possible to tap into a hot water line it is just not necessary for this application and may expose a potential for problems which do not exist in cold water hook-ups. CAUTION: Appliances with auto water fill systems MUST NOT BE ALLOWED TO RUN DRY. Heat damage to the water valve may result.

Regardless of whether the evaporator is filled with water manually or automatically, as water evaporates from the dual heat surface of the evaporator, any minerals in the water will deposit on those surfaces. Consequently, the mineral deposits on the surfaces inhibit the ability to transfer heat through the deposits, and the stainless steel on which they are deposited can be degraded and destroyed. The first protection against this is the daily cleaning procedure. It is also recommended that your supplier of potable water be contacted for advice to minimize mineral deposit build-up. Experience has shown that leaks will occur only through failure to clean and rinse the evaporator daily. LEAKING EVAPORATORS ARE NOT COVERED UNDER WARRANTY. This appliance is to be installed to comply with the applicable federal, state, or local plumbing codes.



ELECTRIC

The appliance is shipped from the factory with an 8-foot-long power cord and plug. Provide an electrical outlet by a licensed electrician to match plugs identified in the following table. For the convenience of servicer and operators, do not wire direct.

Following is a copy of the electrical information on the name plate for various models of Winston's CVap® Roasting Oven.

Model	Volts	Hertz	РН	Amps	Watts	Circuit Amps	Plug Type
							US 6-20
CAR503	120	60	1	13.9	1664	20	CAN 6-20
				International			
				Call Factory			
CAR507	208/240	60	1	12.0/13.9	2500/3330	20	US 6-20
	208	60	1	16.0	3330	20	CAN 6-20
				International			
	230	50	1	13.3	3060	N/A	N/A
CAR509	208/240	60	1	18.0/20.8	3744/4992	30	US 6-30
	208	60	1	24.0	4992	30	CAN 6-30
				International			
	230	50	1	19.9	4577	N/A	N/A
CAR522	208/240	60	3	25.4/29.4	9151/12203	50	US 6-50
	208	60	3	33.9	12203	50	CAN 6-50
				International			
	230	50	3	28.1	11214	N/A	N/A

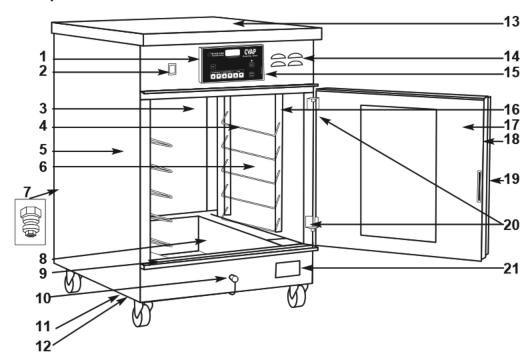
VENTING AND VENTILATION REQUIREMENTS

Ventilation clearances - Allow space around appliance for good air circulation. Installation of this appliance requires that a minimum 2" clearance from any obstruction or combustible material be maintained at all locations where there are ventilation holes in the appliance. The appliance must be installed with its supplied legs, feet, or casters. Countertop appliances specifically supplied without legs or casters may be set directly upon a countertop of non-combustible material. In this situation, the appliance may have to be sealed to the countertop with a food-grade silicone sealant (check local health codes). Half size appliances may be stacked upon each other using only a Winston supplied stacking kit and following the instructions enclosed with the kit. Your warranty may be void if you do not adhere to the instructions above.

Vent hood - Generally this appliance does not need to be installed under a mechanical ventilation system (vent hood). Check local health and fire codes for requirements specific to your location.



Component ID



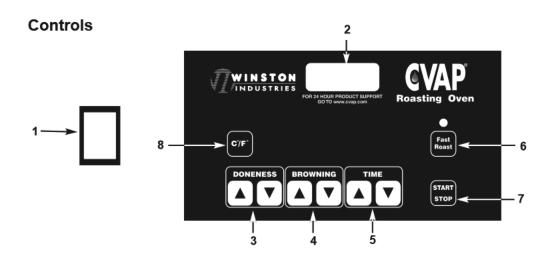
- 1. **Microprocessor Controller** interprets inputs as to Doneness, Browning Time, and High Yield Cook versus Fast Roast; then selects the optimum values of the Dual Heat System to sequentialize Cook, Hold, and Serve processes.
- Power Switch allows operator to turn electrical power on and off.
- 3. Food Chamber isolates CVap® Dual Heat food environment.
- 4. Adjustable Rack Support supports racks onto which food is placed
- 5. Side Panels support insulation, form outside of cabinet.
- 6. Air Heater (not shown) supplies air heat for food texture control.
- 7. Water Fill System located on back side, lower right-hand corner.
- 8. **Evaporator** supplies vapor to atmosphere to control food temperature.
- 9. Drain Trough caries water back to evaporator that has condensed onto door.
- 10. Drain Cap removable for draining evaporator during daily cleaning procedure.
- 11. Bottom Cover (not shown) provides service access.
- 12. Evaporator Heater (not shown) supplies heat to the evaporator.



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- 13. Top Cover provides service access
- 14. Vent allows excess moisture release during browning phase.
- 15. Control Escutcheon is removable for servicing or replacing microprocessor.
- 16. Rack Support Bracket receives rack support.
- 17. **Door** can be reversed on site.
- 18. Door Gasket seals food chamber against heat loss.
- 19. Latch can be reversed on site.
- 20. Hinges can be reversed on site.
- 21. Name Plate identifies Model Number and Serial Number Important to servicing and ordering service parts; voltage, power, and current information.





- Power Switch controls electrical power to Dual Heat System through the microprocessor.
- Digital LED Readout indicates chosen values of doneness, browning, and cook time as the CVap® Roasting Oven is programmed. After pressing Start/Stop button, it indicates the remaining time in each portion of the Roasting Oven process.
- 3. **Doneness Up** (σ) and **Down** (τ) **Buttons** allow selection of the final food temperature.
- 4. **Browning Up** (σ) and Down (τ) **Buttons** allow selection of the degree of browning.
- 5. Time Up (σ) and Down (τ) Buttons are utilized to set the cooking time.
- 6. **Fast Roast Button** is to be pressed to choose the 1 hour per inch cooking process rather than the High Yield (2 hours per inch) process.
- 7. Start/Stop Button is used to start or stop the timed cooking process.
- 8. **C**°/**F**° **Button** is used to change appliance temperature scale between Centigrade and Fahrenheit.



What makes the Winston Standard CVap® Roasting Oven different?

The Winston Standard CVap Roasting Oven gives you more control over your roasting than any other machine on the market. It allows you to determine whether roasting time or final yield is more important, and doesn't force you to sacrifice quality for either. The following is a brief description of this oven's unique features.

High Yield

The High Yield cycle give you the maximum possible yield for your foods. Once you have programmed the desired final temperature and degree of browning, the microprocessor automatically determines the best heat curve to give the highest yield possible.

Fast Roast

The Fast Roast cycle uses predetermined heat curves for maximum cooking speed. Use this cycle when time is a priority. Roasts meat in half the time of the High Yield cycle.

Description of Microprocessor CONTROLLED PROCESSING

Cook

The cooking process of the CVap Roasting Oven utilizes the patented Dual Heat System to prepare roasts to precise doneness and high yield. After doneness temperature, browning degree, and cook time are chosen and START/STOP is pressed, the microprocessor takes over control of the two heat input systems until the end of the serving period.

Hold

The cooking process is followed by a timed cycle to meet the requirements of USDA regulations pertaining to food safety. If doneness temperature is set at 130°F (54°C), the minimum hold time is 121 minutes; 135°F (57°C), 37 minutes; 140°F (60°C), 12 minutes. If doneness temperature is set at 145°F or higher, there is no USDA requirement for holding time. This data is programmed in the microprocessor and requires no action by the operator.

Sell

The microprocessor automatically chooses the right dual heat combination to hold foods without quality loss for hours while serving. The dual heat combination of the CVap atmosphere is selected by the microprocessor dependent upon doneness temperature. The intelligence is programmed in the microprocessor and requires no action by the operator to select the dual heat variable to serve foods for hours at a consistently high quality.



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High Yield Operating Instructions

- Fill Evaporator if not connected to water supply. Adjust shelves.
- Turn Power Switch to ON. The display flashes "ON" indicating that the oven is warming up to current temperature settings. When oven heats up to doneness temperature setting, display will indicate LoRd.
- Press UP or DOWN DONENESS buttons to set doneness temperature.
- Press UP or DOWN BROWNING buttons to set Browning (Scale 0-10, : 0=No Browning; 10=High Browning).
- Press UP or DOWN TIME buttons to set cook time. Measure thickness in inches
 of thickest portion of biggest roast. Cook time to be 2 hours for each inch of
 thickness if roasts are at refrigerated temperatures. 1-1/2 hour per inch of
 thickness can be used if food is at room temperature.
- Preheat oven prior to loading. Place roasts on pan(s) (bun pans or steam table/hotel pans) so that spacing between roasts vertically and horizontally is at least 1" (2.54 cm). Place pan(s) on the rack supports at about the middle of the cabinet.
- 7. Close door. Press START button to begin cook.
- The CVap Roasting Oven begins its timed countdown. The display shows the remaining cook time. Repress of Start button will stop the countdown timer for inspection of foods, adding spices, etc.
- As timer counts down to zero, if the doneness temperature is less than 145°F, Timer will display alternately Hold and the remaining USDA hold time (see the Hold section below).
- SELL display indicates that the long term holding dual heat values are in effect and that the food may be served.

Fast Roast Operating Instructions

- Fill Evaporator if not connected to water supply. Adjust shelves.
- Turn Power Switch to ON.
- 3. Press FAST ROAST button.
- Press UP or DOWN DONENESS buttons to set doneness temperature.

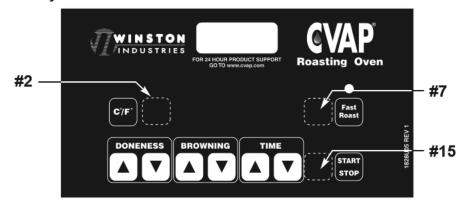


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- 5. Press UP or DOWN BROWNING buttons to set Browning (Scale 0-10: 0, No Browning; 10, High Browning).
- 6. Press UP or DOWN TIME buttons to set cook time. Measure thickness in inches of thickest portion of biggest roast. Cook time to be 1 hour for each inch of thickness. The 1 hour for each inch of thickness assumes meats to be at refrigerated temperatures. Three quarters (3/4) hour per inch of thickness can be used if foods at room temperature.
- Preheat oven prior to loading. Place roasts on pan(s) (bun pans or steam table/hotel pans) so that spacing between roasts vertically and horizontally is at least 1" (2.54 cm). Place pan(s) on the rack supports at about the middle of the cabinet.
- 8. Close door. Press START/STOP button to begin cook.
- The CVap Roasting Oven begins its timed countdown. The display shows the remaining cook time. Repress of START/STOP button will stop the countdown timer for inspection of foods, adding spices, etc.
- 10. As timer counts down to zero, if the doneness temperature is less than 145°F, timer will display alternately Hold and the remaining USDA hold time.
- 11. SELL display indicates that the long term holding dual heat values are in effect and that the food may be served.

NOTE: When power switch is turned off, the controller remembers the last temperature and time values set.

Hidden Keys



There are several "hidden" keys (shown above) on the control panel that allow additional programming functions. The keys are intended for management use only.

#2 KEY - Adjust bias doneness temperature:

This key allows the doneness temperature settings to be adjusted in 1° increments



OPERATING INSTRUCTIONS

from -4° to +4°. To operate this function, press and hold the #2 key down for 2 seconds. The current bias temperature will be displayed. Adjust the temperature setting by tapping the #2 key. The value will be stored after 2 seconds of inactivity.

#7 KEY - Adjust sell temperature - 150°F, 155°F, 160°F:

This key allows adjustment of the sell (long term holding) temperature. To operate this function, press and hold the #7 key for 2 seconds. The current sell temperature will be displayed. Adjust the temperature setting by tapping the #7 key. The value will be stored after 2 seconds of inactivity.

#15 KEY - Check evaporator and air temperatures:

This key allows checking of the current temperatures of the water in the evaporator and the differential air temperature (difference between the actual air temperature and the evaporator temperature). Operate this function by pressing the #15 key to display the current evaporator temperature. Within 5 seconds, press the key again to see the air temperature differential. The function will be cancelled after 5 seconds of inactivity.

If FILL is displayed on the digital LED readout, oven heaters are turned off and timer pauses at current time remaining. Correct this situation by filling evaporator with water. Once filled, heaters will come back on and timer will start.

Complementary Cookbook

If you'd like a free copy of Winston's CVap Roasting Oven Cookbook, download it from our website at www.cvap.com. To obtain a copy on CD, call us at 1-800-234-5286. This handy publication has dozens of recipes tailored specifically to the CVap Roasting Oven.



Required Cleaning Accessories and Supplies

- Pan for draining evaporator
- Food grade germicidal detergent
- Descaling agent (ScaleKleen™)
 (available through Winston Customer Service 1-800-234-5286)

WARNING: This appliance utilizes electrical voltages that have the potential to produce fatal electrical shocks; utilizes electrical air and water heaters that can cause painful and scarring burns; and emits hot water vapors that have the potential for painful burns. To avoid, have appliance installed only by a licensed electrician and serviced only by trained servicers. Make this page available to the servicer.

WARNING: Mandate food safety practices through DAILY CLEANING PROCEDURE.

WARNING: If an electrical shock is felt during operation or cleaning, unplug appliance and have it serviced before operating or cleaning.

CAUTION: Clean evaporator daily to prevent chlorides (salts) from accumulating, causing the evaporator tank to corrode to the extent that leaks will occur. Experience has shown that leaks will occur only through failure to clean and rinse the evaporator daily. LEAKING EVAPORATORS ARE NOT COVERED UNDER WARRANTY.

DAILY CLEANING PROCEDURE:

- 1. WARNING: Before each cleaning procedure, disconnect appliance from its electrical power source and allow to cool for at least one half hour.
- 2. Place empty pan under drain cap, remove cap and allow evaporator to drain.
- Remove and clean rack supports using a food grade germicidal agent.
- Spray food chamber and evaporator with a food grade germicidal detergent.
- 5. Wipe inside surfaces to remove all food deposits.
- Inspect for scale build-up in evaporator. If present, apply descaling agent. Read ALL warnings and follow directions listed on descaling agent package.
- 7. Rinse all inside surfaces, including evaporator, and dry with clean towel. **CAUTION:** Do not spray outside of appliance or controls with water.
- 8. Rinse, dry, and replace rack supports.
- 9. Verify O-ring is on drain pipe, replace drain cap, and refill evaporator.
- 10. Reconnect appliance to electrical power and make ready for use.



TROUBLESHOOTING

Diagnosis of complaints relative to the performance of the equipment reveals the following to be the sources (arranged from most to least frequent):

- Faulty use and care practices
- Electrical supply problems
- Equipment faults

Refer to Troubleshooting Chart on next page for **FAULT** isolation and remedies. If after checking for faulty **USE and CARE** practices and electrical supply problems the fault still exists, call a qualified servicer for diagnosis and repair of equipment faults. If equipment is 'IN WARRANTY,' call Winston's Customer Service Department to identify those authorized to perform 'IN WARRANTY' service. For detailed **ZAP** Warranty information call 1-800-234-5286.

Contact the factory at 1-800-234-5286 to identify a convenient, local servicer. In many cases, these servicers will carry parts and it will be possible to put equipment back in service with a minimum delay.

Write down complete Model and Serial Number from Identification Tag and have available when describing problem or parts needed.



TROUBLE	FAULT CODE
Power lamp outage	A,B,C,D,E
Microprocessor display reading inconsistent	L, P
Microprocessor buttons not responding correctly	L
Leaking water	G,K
Food not adequately or over cooked	
Food not adequately or over browned	I,J
Inadequate yield	J,N
Cooking time too long	J,M
Offensive odors	0
Injury or accident	Q

FAI	ULT	CORRECTION
A.	House circuit breaker tripped or fuse blown	Reset or replace
B.	Power cord not plugged in	Plug in
C.	Faulty power cord	Call servicer
D.	Faulty power switch	
E.	Faulty power lamp	
F.	Evaporator empty	See pgs. 6 & 10
G.	Drain cap or drain pipe o-ring missing or defective	Call servicer
H.	Incorrect doneness temperature selected	See pgs. 10-12
Ī.	Incorrect browning selected	See pgs. 10-12
J.	Incorrect cook time selected	See pgs. 10-12
K.	Leaking door gasket at sides or top	Call servicer
L.	Faulty Microprocessor Controller	
M.	High Yield Process used	See pgs. 10-12
N.	Fast Roast Process used	See pgs. 10-12
Ο.	Food or Scale build-up	See pg. 13
P.	Faulty temperature sensing probe	Call servicer
Q.	Injury or accident, call Manufacturer	TEL 1-800-234-528

If appliance is in warranty, call Winston Industries at 1-800-234-5286. Identify the following:

1.	Model	Serial #	
	(located on name	plate)	
2.	Your name	(5 (0)	
3.	Company name	7	
4.	Company addres	S	
5.	Company phone	20 1	
6.	Type of problem		
	AB 25		

If appliance is out of warranty, call the servicer of your choice, or you can call Winston Industries for an authorized servicer nearest you.

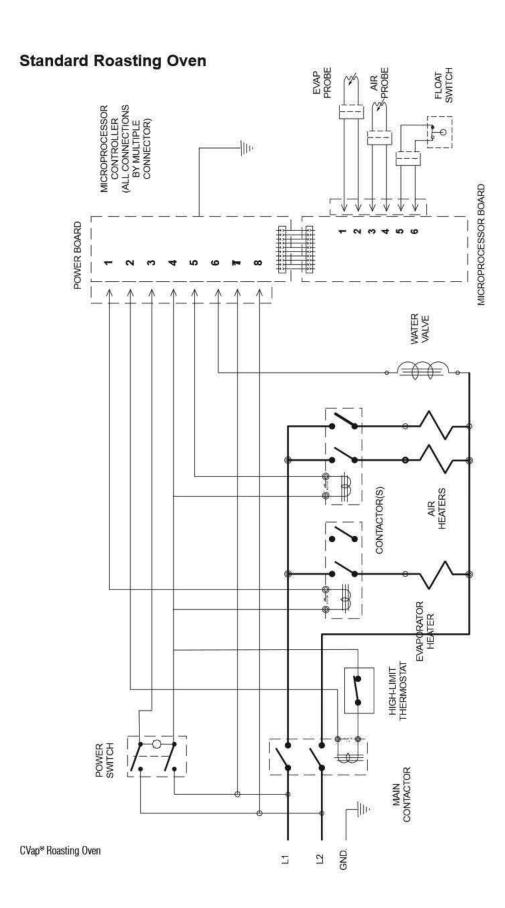


TROUBLESHOOTING

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SERVICE PARTS	PART NUMBER
Power Cord and Plug	PS2207
Power Switch	PS2304
Evaporator Heater	PS2489
Air Heater Kit	PS2487
Microprocessor Controller	PS2491
Door Gasket	PS2492
Caster (Door Side) - Locking (1)	PS2146
Caster (Back Side) - Non Lock (1)	PS2147
Rack Support (Wire)	PS2359
Rack (Wire)	PS2206-4 or PS2206-6
Hinge Set - Self Closing (1 pair)	PS2493
Water Valve	PS1264
Float Switch	PS1354
Air Heater Protector	PS2494
Air Probe	PS2495
Evaporator Probe	PS2496
Contactor	PS2460
High Limit Thermostat	PS2420
Drain Cap	PS1654
Drain Pipe	PS2497
Door Handle	PS2498
Strike (Magnetic) & Plate	PS2499
Low Water Probe	PS2500









ZAPZero Accidents Program

ZAP WARRANTY AGREEMENT

This warranty agreement applies to Commercial Equipment, Equipment Service Parts, and Safety Parts (collectively, "Products") manufactured by Winston Industries, LLC ("Winston") and its corporate predecessors and is extended to any purchaser, lessee or successor purchaser ("Purchaser").

NEW EQUIPMENT

Any part of a new Steamer appliance except gaskets, hoses, lamps, power cords, and evaporators which proves to be defective in material or workmanship within three (3) years from the date of manufacture, will be repaired or replaced (at Winston's option) free of charge.

Any part of a new appliance, other than Steamers, except gaskets, hoses, lamps, power cords, fryer baskets, glass panels, and evaporators which proves to be defective in material or workmanship within one (1) year from the date of original installation or 15 months from the date of manufacture, whichever comes first, will be repaired or replaced (at Winston's option) free of charge. Winston further warrants its electronic controllers, other than Steamer controllers, as part of an original equipment purchase, excluding batteries and software, to be free from defects in materials and workmanship for an additional four (4) years. SHOULD A NEW ELECTRONIC CONTROLLER PROVE DEFECTIVE AFTER THE FIRST YEAR BUT BEFORE THE END OF THE FIFTH YEAR FROM THE DATE OF INITIAL PURCHASE, PURCHASER'S SOLE REMEDY WILL BE TO TRADE THE DEFECTIVE ELECTRONIC CONTROLLER FOR A REPLACEMENT CONTROLLER PROVIDED BY WINSTON WITH PURCHASER BEING RESPONSIBLE FOR FREIGHT AND HANDLING CHARGES.

REPLACEMENT PARTS

Any appliance replacement part except gaskets, hoses, lamps, power cords, and fryer baskets, which proves to be defective in material or workmanship within ninety (90) days from the date of original installation will be repaired or replaced free of charge.

LABOR TRAVEL TRANSPORTATION

The warranty for new equipment covers the repair or replacement (at Winston's option) of the defective part(s), delivery of the replacement part(s), labor charges for the removal and installation of replacement part(s) for one (1) year from the start of the warranty period. This warranty includes travel time not to exceed two hours and mileage not to exceed 50 miles (100 miles round trip).

The warranty for replacement parts covers the repair or replacement (at Winston's option) of the defective part(s) and does not include any labor charges for the removal and installation of any part(s), travel, transportation or other expenses incidental to the repair or replacement of part(s).

The warranty does not cover: gaskets, hoses, lamps, power cords, fryer baskets, glass panels, evaporators, corrosion of stainless steel, normal maintenance, lubrication, cleaning or descaling, programming or adjusting temperatures, calibration, tightening of fasteners or plumbing connections, appliances with removed or altered identification tags, damage resulting from delivery of the appliance, customer mishandling or abuse, or no problem found.

THE USE OF POOR QUALITY WATER WILL VOID APPLIANCE WARRANTIES. See appliance Use and Care Manual for water quality recommendations,

PROPER INSTALLATION IS THE RESPONSIBILITY OF THE DEALER, THE PURCHASER, THE OWNER/USER, OR INSTALLING CONTRACTOR, AND IS NOT COVERED BY THIS WARRANTY.

As a condition to the application of this warranty, Purchaser will operate, clean and maintain Products in accordance with use and care instructions, warnings, manuals and any other notices and/or instructions from Winston which may be with or on Products or sent separately, will notify Winston of resale, removal or retirement of Products; will notify Winston immediately of any accident or injury arising out of use of Products and cooperate with Winston in the investigation of any such accident or injury; will maintain registration with Winston of location and serial number of Products while in Purchaser's control and use; will require all personnel operating Products to become thoroughly familiar with use and care instructions and all other notices and/or instructions before such personnel operate Products; will thoroughly train all personnel operating Products to follow all instructions contained on or in all Safety Labels and use and care instructions; will immediately affix Safety Labels and put into use the use and care instructions; will immediately use, according to instructions, Safety Parts supplied by Winston; will install Equipment Service Parts in accordance with Winston's written Instructions; will utilize only Winston manufactured replacement parts and make no changes or alterations to Products, except as approved or instructed in writing by Winston; and will when requested by Winston, cooperate with Winston in the prevention of injuries from Purchaser's use of Products.

PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST WINSTON SHALL BE FOR THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS AS PROVIDED HEREIN. THE TOTAL LIABILITY OF WINSTON WITH RESPECT TO ITS PRODUCTS, WHETHER UNDER WARRANTY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS AND THE LABOR AND TRAVEL TO REPLACE THE PRODUCTS OR ANY PART THEREOF. WINSTON SHALL NOT BE LIABLE TO THE PURCHASER OR OTHERS FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DEFECTIVE WORKMANSHIP, MATERIALS OR ANY ERROR OR OMISSION OF WINSTON.

WINSTON EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY OF MERCHANTABILITY.

For warranty inquiries call 1-800-234-5286 or 502-495-5400



Terms & Conditions

In consideration of the mutual benefits hereby to be derived, Winston Industries, LLC ("Winston") and any purchaser, lessee or successive purchaser ("Purchaser"), of Winston Commercial Equipment, Equipment Service Parts, and Safety Parts (collectively "Products") agree that:

- 1. Terms of sale for products as provided in Winston price lists or if no such terms are contained in the Winston price lists are net 25. Prices are subject to change without notice. The lesser of one and a half percent (1-1/2%) per month (annual percentage rate 18%) or the maximum allowed by law will be charged on past due accounts. Purchaser agrees to pay all costs of collection of past due accounts, including reasonable attorney's fees. All claims must be made within five (5) days of receipt of goods or claim will not be allowed. All goods are shipped at Purchaser's risk. Confirmed orders may not be cancelled without written permission from Winston. Products may not be returned without written permission from Winston as described in paragraph #6 below.
- 2. An order will not be effective until accepted by an authorized representative at Winston's home office. Unless otherwise specified in writing (a) delivery will be made F.O.B. Louisville, Kentucky and risk of loss or damage shall pass to Purchaser upon delivery to the carrier, and (b) the method or agency of transportation and routing will be selected by Winston. Winston reserves the right to ship freight collect.
- 3. Winston shall not be liable for any delay in performance due to fire, explosion, casualty, strike or other labor difficulties, shortage of utility facility or labor, delay to transportation, breakdown or accident, compliance with other action to carry out the intent or purpose of any law or regulation, or any cause, whether similar or dissimilar, beyond Winston's reasonable control and Winston shall have such additional time for performance as may be reasonably necessary under the circumstances and the right to apportion its production among its customers in such a manner as it may deem equitable.
- 4. Purchaser agrees to indemnify and hold Winston harmless from any loss, cost or expense, including cost of defense, and reasonable attorney's fees, incurred by Winston, arising from or related to (1) Purchaser's use or sale of Products, including, but not limited to, Purchaser's failure to warn Purchaser's workers and others of hazards involving the Products; Purchaser's failure to provide copy of Terms and Conditions at time of sale of Products to others; Purchaser's failure to instruct Purchaser's workers and others in how to safely use the Products in compliance with the Use and Care Manual; and Purchaser's failure to provide safe working conditions and proper safety clothing and gear with respect to the Products, and (2) non-compliance with these Terms and Conditions, or both.
- 5. Purchaser shall pay, in addition to the price hereunder, as a separate item, any taxes which Winston may be required to pay or collect under existing or future laws with respect to the sale, delivery, transportation, or use of any Product sold hereunder including all taxes, however designated, upon or measured by amounts paid to Winston by Purchaser hereunder, except net income tax.
- 6. Products may not be returned by Purchaser except by prior written agreement with Winston. Returns without prior authorization, as indicated by an RA number applied to the returned packaging, will be refused. All returned Products are subject to inspection by Winston and a 20% restocking charge (\$30 minimum), which may be reduced if replacement Product is ordered, plus any other costs necessary to restore the Products to new condition. The Products must be returned to the Winston factory freight prepaid, in new condition, and in the original packaging. Winston reserves the sole right to determine the amount of credit to be issued on any Products returned for credit. Only standard, currently manufactured Winston Products may be considered for return and credit. No returns will be accepted on modified or special order Products (built to a Purchaser's specifications), used Products, or on Products older than 90 days from the original date of shipment.
- 7. Acceptance is expressly limited to the Terms and Conditions set forth herein and any additional or different terms proposed by Purchaser are rejected unless expressly assented to in writing. In the event during the course of dealing, Winston signs or otherwise accepts any documents or forms submitted by Purchaser containing any Terms or Conditions contrary to or in addition to those of Winston set forth herein, such documents and forms shall be deemed to have been used for the mere convenience of Purchaser in the conduct of its internal business affairs and not for the purpose of varying the Terms and Conditions of this order including these Terms and Conditions shall constitute entirely the Terms and Conditions between the parties with respect to the transaction covered hereby and to all subsequent transactions for Products obtained from Winston, and no waiver, alteration or modification shall be binding on Winston unless in writing and signed by an authorized officer of Winston at its home office.
- 8. Purchaser's sole warranty is the Zero Accident Program (ZAP) Warranty Agreement on products manufactured by Winston in effect at the time of the sale. OTHER THAN THE ZAP WARRANTY AGREEMENT, WINSTON MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, CONCERNING THE PRODUCTS. WINSTON EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE TOTAL LIABILITY OF WINSTON WITH RESPECT TO ANY PRODUCT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE THEREOF, AND LABOR TO REPLACE. WINSTON SHALL IN NO EVENT BE LIABLE TO PURCHASER OR OTHERS FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DEFECTIVE WORKMANSHIP, MATERIALS OR ANY ERROR OR OMISSION OF WINSTON.
- 9. Winston shall not be liable for claims of patent infringement against Purchaser or Purchaser's loss of the right to use the Product.
- 10. ARBITRATION. Any controversy or claim arising out of or relating to this Order, or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except that any arbitration hearing shall be held in Louisville, Kentucky. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any application for review of an arbitration award shall be allowed only to the extent required by Kentucky law and shall be brought in an appropriate court in the Thirteenth Judicial Circuit or District of Kentucky, or in the United States District Court for the Western District of Kentucky.
- 11. GOVERNING LAW. This Order and the rights, duties and legal relations of the parties, and any arbitration are governed by and construed under Kentucky laws.
- 12. The products sold hereunder are produced in compliance with the Fair Labor Standards Act.