



Model HBA5D1

## Use & Care Manual

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**Hold & Serve  
Drawer Units  
HBA Series**

## DESCRIPTION

Congratulations on your purchase of Winston's CVap® Hold & Serve Drawer. You will benefit from accurate serving temperatures, longer hold times, less food waste and happier customers.

CVap, with Controlled Vapor Technology, has been providing the foodservice industry with a superior method of holding foods since 1980. The Dual Heat System of CVap is combined with electronic differential controls to hold foods hot, without sacrificing texture. Moist foods stay moist, crisp foods stay crisp, assuring the highest possible quality throughout long serving periods.

### **DUAL HEAT SYSTEM**

The CVap Dual Heat System converts air and vapor into a dual heat agent that has two separate and independent qualities. First you turn the Food Temperature dial to select the optimum serving temperature. Then you turn the Food Texture dial to select from settings of moist, soft moist, firm moist, or crisp.

### **ELECTRONIC DIFFERENTIAL CONTROL**

The two electronic differential control dials are easy to understand and reliable. **The controls never need field calibration.**

**FOOD TEMPERATURE DIAL** allows precise control of food temperature from 90°F (32°C) to 210°F (100°C).

**FOOD TEXTURE DIAL** maintains just-cooked texture with settings labeled moist, soft moist, firm moist, and crisp. No guesswork required.

Maximum cabinet temperature (Food Temperature dial setting plus Food Texture dial setting) is 250°F (121°C).

### **HOLD & SERVE DRAWER**

Winston's CVap Hold & Serve Drawers are designed for high quality hot food holding with rapid recovery for frequent drawer openings. Units are built with durable stainless steel construction, full insulation and designed for high volume usage.

We want you to be happy with your new Hold & Serve Drawer. Should you have any questions or comments, please feel free to call our customer service center at 1-800-234-5286.

Thanks for your business!



Read and understand this entire Use and Care Manual before operating your CVap® Hold & Serve Drawer appliance.

**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 serviced **ONLY** by a licensed electrician or trained servicer. 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 **carrier has assumed responsibility for its safe arrival**. If the equipment is damaged, either apparent or concealed, **a claim must be made to the carrier**.

## 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

Model	Height incl. Feet (IN/MM)	Width (IN/MM)	Depth (IN/MM)	Weight (LBS/KG)
HBA0D1	15.7/399	24.5/622	30.8/782	85/39
HBA0D2	26.0/660	24.5/622	30.8/782	115/52
HBA0N1	16.0/406	16.5/419	31.8/808	70/32
HBA0N2	25.5/648	16.5/419	31.8/808	101/46
HBA5D1	15.7/399	24.5/622	30.8/782	85/39
HBA5D2	26.0/660	24.5/622	30.8/782	115/52
HBA5N1	16.0/406	16.5/419	31.8/808	70/32
HBA5N2	25.5/648	16.5/419	31.8/808	101/46

## WATER SUPPLY

The evaporator of this appliance must be filled each day and during use from a potable water supply.

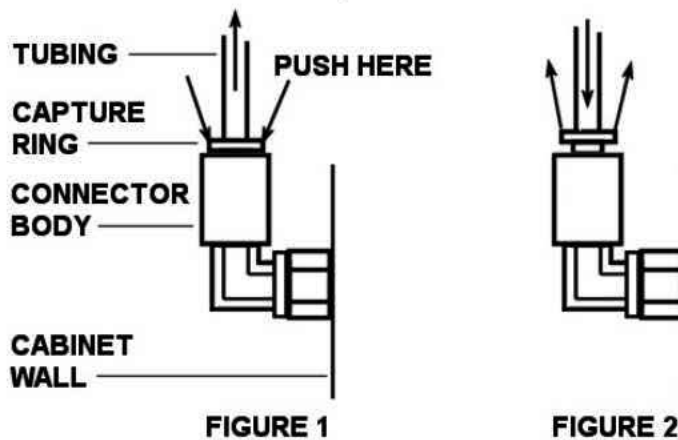
Some models may have automatic water fill systems which are to be connected to a potable water supply. In this case, hardware will be included to allow connection to a copper water line. If plastic or galvanized piping is encountered, a licensed plumber should be called to make the connection. **This 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.

If this appliance was shipped with an Auto Water Fill System without plastic tubing attached to the connector on the back of the cabinet, before plugging in and turning on the appliance for the first time you may have to remove the plug in the end of the connector into which the water supply line is attached.

To remove the plastic tubing from the water line connector, using your fingers, carefully press the small brass capture ring in toward the body of the connector. Then gently pull the tubing out of the connector. To insert tubing back into connector, push the tubing **fully** into the connector. Once seated, try to pull the tubing out of the connector so that the capture ring comes out (about 1/16") and the tubing cannot be removed. See drawing below.



**PUSH BRASS CAPTURE RING AGAINST CONNECTOR BODY BEFORE REMOVING TUBING. WHEN PLACING TUBING BACK INTO CONNECTOR, PUSH TUBE FULLY INTO CONNECTOR AND MAKE SURE CAPTURE RING IS FULLY EXTENDED.**

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**. **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 type SJ cord. If a different cord is needed, have a licensed electrician use a cord of equivalent type or better. Provide an electrical outlet by a licensed electrician to match the plug supplied with the appliance. 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® Hold & Serve Drawers.

Model	Volts	Hertz	PH	Amps	Watts	Circuit Amp	Plug Type
HBA0D1	120	60	1	12.0	1440	US 15 /CAN 15	NEMA 5-15
INTERNATIONAL	230	50	1	6.3	1440	N/A	N/A
HBA0D2	120	60	1	12.0	1440	US 15 /CAN 15	US 5-15/CAN 5-15
INTERNATIONAL	230	50	1	6.3	1440	N/A	N/A
HBA0N1	120	60	1	12.0	1440	US 15/CAN 15	NEMA 5-15
INTERNATIONAL	230	50	1	6.3	1440	N/A	N/A
HBA0N2	120	60	1	12.0	1440	US 15/CAN 15	NEMA 5-15
INTERNATIONAL	230	50	1	6.3	1440	N/A	N/A
HBA5D1	120	60	1	13.1	1572	US 15/CAN 15	US 5-15/CAN 5-15
INTERNATIONAL	230	50	1	6.8	1572	N/A	N/A
HBA5D2	120	60	1	13.1	1572	US 15/CAN 15	US 5-15/CAN 5-15
INTERNATIONAL	230	50	1	6.8	1572	N/A	N/A
HBA5N1	120	60	1	13.1	1572	US 15/CAN 15	US 5-15/CAN 5-15
INTERNATIONAL	230	50	1	6.8	1572	N/A	N/A
HBA5N2	120	60	1	13.1	1572	US 15/CAN 15	US 5-15/CAN 5-15
INTERNATIONAL	230	50	1	6.8	1572	N/A	N/A

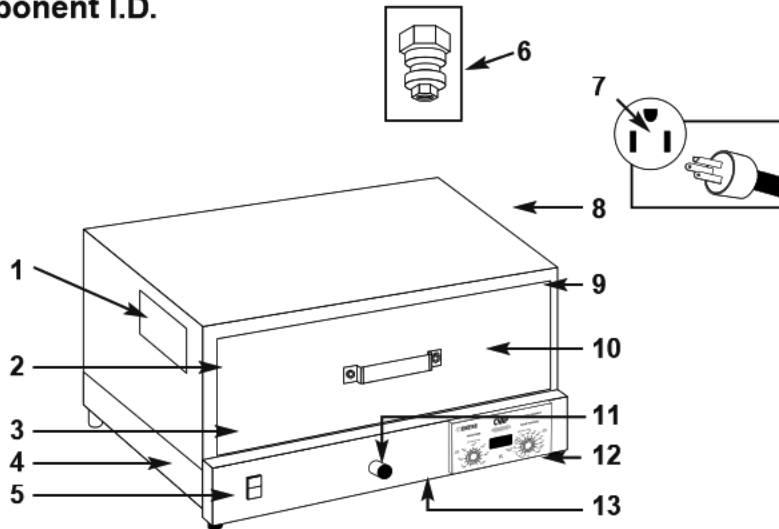
## VENTING AND VENTILATION REQUIREMENTS

**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 (sides and rear). 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). 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 I.D.

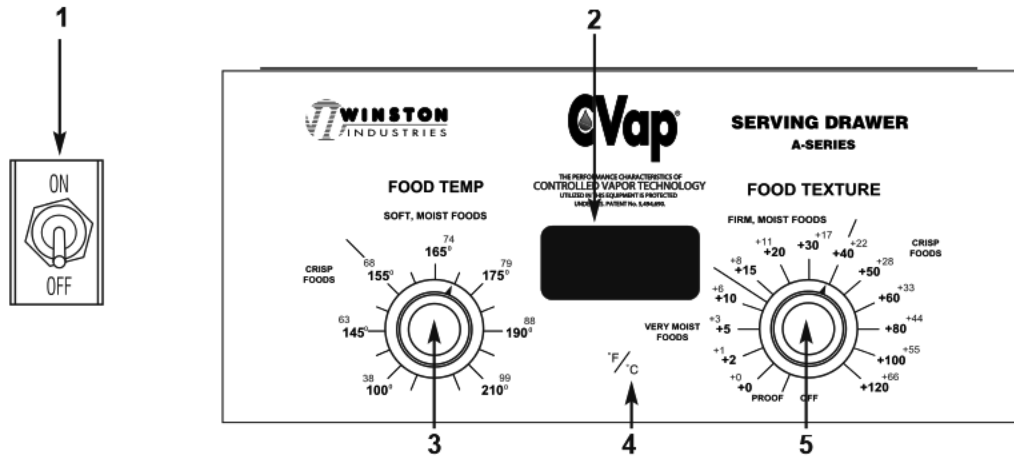


1. **Name plate** identifies model number and serial number important for servicing and ordering parts, voltage, power, and electrical current information.
2. **Drawer** is 6" deep for holding 1 full size, 2 half size or 3 third size steam table pans.
3. **Label** provides Food Temperature and Food Texture setting guidelines.
4. **Air heater** (located inside on the base) supplies air heat for food moisture control. An air heater shield covers air heaters to minimize operator burns.
5. **Power switch** allows operator to turn electrical power on and off.
6. **Water fill system** (some models) located on back side lower left corner.
7. **NEMA 5-15 Plug (US) and power cord** (located on backside lower right-hand corner) provides electricity. 5-20 plugs are available for Canada.
8. **Access panel** (located on right side) provides access for easy service.
9. **Drawer gasket** seals food chamber against heat and moisture loss.
10. **Evaporator** (located inside in the base) supplies vapor to atmosphere to control food temperature.
11. **Drain cap** is removable for draining evaporator during daily cleaning procedure.
12. **Rubber feet** provide a nonskid surface that lifts unit 1/2" off of counters. Legs or wall-mounting brackets are available.
13. **Bottom cover** (located underneath) allows service access.



# NOMENCLATURE

## Controls



1. **Power switch**
2. **Digital LED** allows for reading of temperatures. The default temperature display is the temperature of the water in the evaporator. To view current air temperature, turn the Food Texture Dial up or down 5°F, then immediately back to set temperature. The Food Texture set temperature will be displayed for five seconds, then the display will show air temperature. Then in five seconds the default evaporator temperature will be displayed.
3. **Food Temp dial** identifies a temperature scale used for holding foods at various temperatures.
4. **Fahrenheit/Celsius button** allows user to display temperatures in Fahrenheit or Celsius. Press button to change from one temperature scale to the other.
5. **Food Texture dial** identifies a temperature scale to achieve various food textures.





**CAUTION:** Make certain evaporator has an adequate supply of water prior to turning power switch on. A fill line is labeled on the rear of the evaporator.

1. Set appropriate temperatures. Food temperature is selected with the **FOOD TEMP** dial (set in accordance with local health codes). Food Texture is selected with the **FOOD TEXTURE** dial. Refer to reference chart below and holding guidelines on the next page.
2. Fill **EVAPORATOR** with water until it is at the fill line on the **EVAPORATOR** (for locations with hard water, add one tablespoon white vinegar or lemon juice to water in evaporator to help prevent scale buildup). Get advice from your local water authority concerning possible water treatment necessary for the protection of the appliance. Some water supplies are high enough in chemical content to be capable of destroying stainless steel if used untreated. While the water may be of low chemical content when fed into the evaporator, the evaporation process may concentrate the chemicals to a level which could cause a high interaction with the stainless steel. When available water is of unknown quality, automatic fill (optional) units should be connected to the water source through deionizer/demineralizer. **Failure to do so will void the warranty!**

Food Holding Reference Chart		
PRODUCT	FOOD TEMP	FOOD TEXTURE
<b>Very moist foods</b> - Sauces, gravies, vegetables, etc.	140°F	+5°F (145°F)
<b>Soft moist foods</b> - Bakery, meats, fish, chicken, etc.	140°F	+10°F (150°F)
<b>Firm moist foods</b> - Finger foods, baked potatoes, etc.	140°F	+15-30°F (155°-170°F)
<b>Crisp dry foods</b> - Crispy fried chicken, french fries, etc.	140°F	+ 50-60°F (190°-200°F)

- NOTE:**
1. *The actual temperature of crisp dry foods may substantially exceed optimal serving temperatures ... making it necessary to reduce the **FOOD TEMPERATURE (EVAP)** setting as much as 20-30°F to obtain the desired temperature.*
  2. *Total Food Texture (air temperature) setting equals the addition of the **FOOD TEMPERATURE** (evaporator temperature) and **FOOD TEXTURE** settings. For example, a **FOOD TEMPERATURE** setting of 140°F and a **FOOD TEXTURE** setting of +10°F is equal to an evaporator temperature of 140°F and an air temperature of 150°F (140°F+10°F).*
3. Toggle **POWER SWITCH** to on. Allow 30 minutes for warm-up.
  4. Insert food.
  5. Adjust **FOOD TEMP** and **FOOD TEXTURE** settings as needed to maintain desired food quality.



## OPERATING INSTRUCTIONS

*NOTE: 1. Maximum cabinet temperature will not exceed 250°F (121°C). **Food Temperature** setting takes precedence over **Food Texture** setting (i.e. if **Food Temperature** is set at 190°F and **Food Texture** is set at 100°F, actual food temperature setting will remain at 190°F but actual food texture temperature will be 60°F, which is 250°F maximum cabinet temperature minus 190°F food texture temperature setting).*

**KEEP DRAWER(S) CLOSED WHEN NOT IN USE.** If food temperature becomes too low during serving period, increase **FOOD TEMP** setting by 10-20°F to maintain desired food temperature.



PRODUCT	FAHRENHEIT		CELSIUS	
	Food Temp F°	Food Texture F°	Food Temp C°	Food Texture C°
<b>BREAD PRODUCTS</b>				
Biscuits	140-150	+10	60-66	+6
Rolls	140-150	+10	60-66	+6
Danishes	140-150	+10	60-66	+6
Croissants	140-150	+10	60-66	+6
White/Wheat bread	140-150	+10	60-66	+6
French/Italian bread	140-150	+15	60-66	+8
Pancakes/Waffles	140-150	+10	60-66	+6
French toast	140-150	+10	60-66	+6
Fruit pies	150-160	+15	66-71	+8
Gingerbreads	150-160	+15	66-71	+8
<b>DAIRY &amp; EGG PRODUCTS</b>				
Eggs (Benedict, fried, scrambled, poached)	150-160	+5	66-71	+3
Omelets	150-160	+10	66-71	+6
Puddings/Custards	140-150	+5	60-66	+3
<b>MEATS</b>				
Beef (Prime rib, roasts, steaks, BBQ)	140-150	+15	60-66	+8
Pork (Roasts, chops, BBQ, bacon, ham, sausage)	140-150	+15	60-66	+8
Lamb & Veal	140-150	+15	60-66	+8
Hamburger patties	150-160	+10	66-71	+6
Hot dogs	150-160	+10	66-71	+6
<b>POULTRY</b>				
Chicken				
Fried, soft	150-160	+15	66-71	+8
Fried, crisp	130-140	+50	54-60	+28
Roasted	150-160	+15	66-71	+8
BBQ	150-160	+15	66-71	+8
Turkey, Goose, Duck	150-160	+15	66-71	+8
<b>SEAFOOD &amp; SHELLFISH</b>				
Fish, fried	130-140	+50	54-60	+28
Fish, broiled/baked	150-160	+15	66-71	+8
Shrimp, fried	130-140	+50	54-60	+28
Fish/Shrimp in Sauce/Gravy	150-160	+5	66-71	+3

PRODUCT	FAHRENHEIT		CELSIUS	
	Food Temp F°	Food Texture F°	Food Temp C°	Food Texture C°
<b>VEGETABLES</b>				
Vegetables, unbreaded	150-160	+5	66-71	+3
Vegetables, breaded	130-140	+50	54-60	+28
Potatoes, baked	150-160	+15	66-71	+8
<b>STARCHES</b>				
Spaghetti	140-150	+5	60-66	+3
Rice	140-150	+5	60-66	+3
Lasagna	150-160	+10	66-71	+6
Beans	150-160	+15	66-71	+8
Soups & Sauces	140-150	+5	60-66	+3
Cooked cereals	150-160	+10	66-71	+6
Casseroles	150-160	+5	66-71	+3
<b>CRISP TEXTURED FOODS</b>				
Pizza	130-140	+60	54-60	+33
Pastry Shells	130-140	+60	54-60	+33
Crisp breadings	130-140	+60	54-60	+33
Crisp, dry foods	130-140	+60	54-60	+33
French fries	100	+60	38	+33
<b>PREPARED FOODS</b>				
Seafood in sauce	150-160	+15	66-71	+8
Hamburgers in buns	150-160	+10	66-71	+6
Cheeseburgers in buns	150-160	+10	66-71	+6
Open sandwich w/sauce/gravy	150-160	+5	66-71	+3
Plated foods	150-160	+5	66-71	+3
Entrees	140-150	+5	60-66	+8
Corn dogs	140-150	+40	60-66	+22
<b>Notes:</b>				
1. The recommendations in this chart should be regarded as starting points. If user desires a more firm/dry textured product, increase the <b>Food Texture</b> setting; for a more soft/moist textured product, decrease the <b>Food Texture</b> setting.				
2. The holding time for very crisp foods may be less than for other products.				
3. Use a thermometer to assure compliance with local health codes.				

### Required Cleaning Accessories & 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 heaters that can cause painful and scarring burns; and emits hot water vapors that have the potential for painful burns. To avoid, have appliance 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, unscrew cap and allow evaporator to drain.

**NOTE:** To ensure that drawer(s) open and close easily, while drawer is removed from appliance, check the drawer rollers on the drawer and on the inside cavity of the appliance. Make sure they are tight, in good operating condition, and not excessively worn.

3. Remove drawer(s), wash with food grade germicidal detergent, rinse and dry well.
4. Spray interior and evaporator with a food grade germicidal detergent.
5. Wipe inside surfaces to remove all food deposits.
6. 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 drawer(s).
9. Verify o-ring is on drain pipe, replace evaporator drain cap and refill evaporator.
10. Reconnect appliance to electrical power and make ready for use.



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.



# TROUBLESHOOTING

TROUBLE	FAULT CODE
Power lamp outage .....	A, B, C, D, E
LED display reading inconsistent .....	M
Leaking water .....	G, L
Food drying out .....	F, I, J, L
Food excessively moist .....	H, K
Food not hot enough .....	I, K, L, N
Food too hot .....	H, J
Injury or accident .....	O

FAULT	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 .....	Call servicer
E. Faulty power lamp .....	Call servicer
F. Evaporator empty .....	See page 8
G. Drain cap or drain pipe o-ring missing or defective .....	Call servicer
H. Evaporator setting too high .....	See page 8
I. Evaporator setting too low .....	See page 8
J. Air setting too high .....	See page 8
K. Air setting too low .....	See page 8
L. Leaking drawer gasket .....	Call servicer
M. Faulty microprocessor controller .....	Call servicer
N. Food or scale build-up .....	See page 10
O. Injury or accident, call Manufacturer .....	TEL 1-800-234-5286

**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 \_\_\_\_\_
3. Company name \_\_\_\_\_
4. Company address \_\_\_\_\_
5. Company phone \_\_\_\_\_
6. Type of problem \_\_\_\_\_



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

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

**SERVICE PARTS**

1. POWER CORD
2. POWER SWITCH
3. EVAPORATOR HEATER
4. AIR HEATER
5. DIFFERENTIAL CONTROL
6. DRAWER GASKET

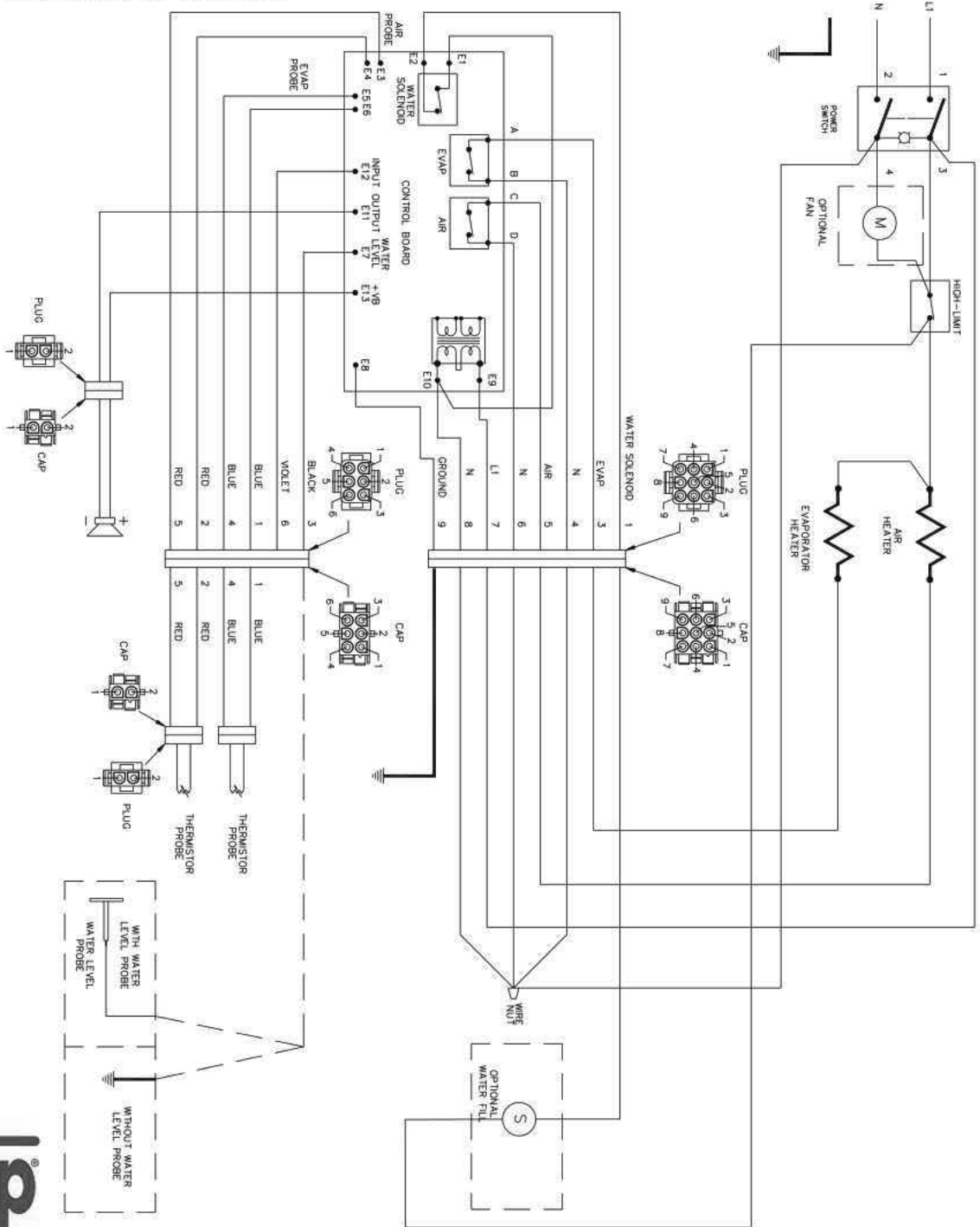
**PART NUMBER**

PS1551  
PS2304  
PS2198  
PS2529  
PS2439  
PS2253 - N Model  
PS2195 - D Model



# CIRCUIT DIAGRAM

## HBA Series Hold & Serve Drawers







# ZAP

## Zero 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 appliance, 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 delivery to original end-user purchaser or 18 months from the date of manufacture, whichever comes first, will be repaired or replaced (at Winston's option) free of charge.

#### REPLACEMENT PARTS

Any appliance replacement part except gaskets, hoses, lamps, power cords, fryer baskets, glass panels, batteries, and evaporators 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, software, 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 PRODUCT WARRANTIES. See Product Use and Care Manual for water quality recommendations.

PROPER INSTALLATION IS THE RESPONSIBILITY OF THE DEALER, PURCHASER, 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 and customer specific warranties, call Winston Customer Service at 1-800-234-5286 or 502-495-5400.

EFFECTIVE DATE: 12/27/04  
Prices subject to change without notice.  
F.O.B. Louisville, KY, USA

(800) 234-5286 or (502) 495-5400 Fax (502) 495-5458  
www.cvap.com • www.winstonind.com  
All sales subject to Company's Terms and Conditions

Winston Products Company  
2345 Carton Drive  
Louisville, KY 40299

# TERMS AND CONDITIONS



## 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 are net 25 (payment must be received within 25 days). Prices are subject to change without notice. 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 or delayed without written permission from Winston. Cancelled or delayed orders may be subject to a 20% inventory adjustment/warehousing fee. Delayed orders will be invoiced on the confirmed ship date. 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, 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. 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.

EFFECTIVE DATE: 9/20/04  
Prices subject to change without notice.  
F.O.B. Louisville, KY, USA

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