

### **Use & Care Manual**



**Steamers** 

SAF0P3 - Steam 3

SAF0P5 - Steam 5

MANUAL REORDER: LIT 4275V276 REV. 16 06/10/05

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### DESCRIPTION

Congratulations on your purchase of the Winston CVap\* Steamer. The benefits you will experience are energy savings, durability, precision steaming and holding through microprocessor control, and simplicity of use and maintenance – to name a few.

### **MONEY SAVING**

The CVap Steamer is designed to save you money. Because it has no boiler, there are no costly immersed elements to corrode and fail. It uses less water, is easier to maintain, and safer to use. Its unique Energy Saver switch delivers high performance with low power usage.

### **ELECTRONIC PROCESS CONTROL**

The Timer Dial is linked to a microprocessor and is easy to understand and reliable. It controls the three functions of the steamer.

HOLD maintains an internal temperature of 150°F for maintaining a low-energy mode during periods in between steaming cycles. Energy Saver switch must be engaged to use HOLD mode.

CONSTANT STEAM is used to warm up steamer to Steam Mode (212°F) or to maintain or recover appliance in between consecutive steam functions. Engaging Energy Saver switch while in this setting will result in a more energy-efficient steaming cycle.

TIMER allows timed settings from 0 to 60 minutes in 5 minute increments for steaming.

### **STEAMER**

Winston's CVap Steamers are built to last with durable stainless steel construction and full insulation. The steamer is backed by a 3-year limited warranty.

We want you to be as proud of your purchase as we are of the design of the CVap Steamer. If you have any questions, 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.

Thanks for your business!

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



CVap® Steamers - SAF0P3 / SAF0P5

SAFETY

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

### **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 qualified 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 qualified 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 draining and cleaning. If you don't, you could be badly burned!
- Stand back from door as it is being opened to avoid burns from vapor and to avoid accidents from temporary blinding due to steam or fogging of glasses.

**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.



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### INSTALLATION



### 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 an 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 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 with 4" Legs (IN/MM)	Width (IN/MM)	Depth (IN/MM)	Weight (LBS/KG)
SAF0P3	20.6/523	23.0/584	31.7/805	125/56
SAF0P5	26.3/668	23.0/584	31.7/805	150/68

### DOOR

To be hinged left only. Latch and catch style door.

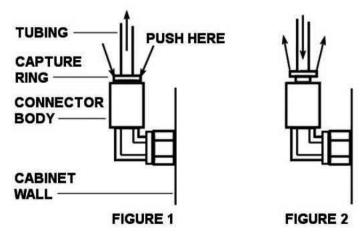
### WATER SUPPLY

The evaporator of the steamer is to be kept filled during operation. This is to be done either by connection of a potable water supply to the automatic water-fill hardware provided on the steamer (instructions on page 5), or manually with potable water as needed. A lamp (marked "water fill") on the operation panel will light when either (A) the automatic water-fill function has been activated or (B) manual water-fill is required. In addition, an audible low-water alarm will sound (on a delayed time basis) when water-fill is required. As water evaporates from the evaporator, any minerals in the water will deposit on those surfaces. Consequently, the mineral deposits on those 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. This equipment is to be installed to comply with the applicable federal, state, or local plumbing codes.



INSTALLATION

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 <u>FULLY</u> 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.



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CVap<sup>®</sup> Steamers — SAF0P3 / SAF0P5

### INSTALLATION

### **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 cord of equivalent type or better. 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 CVap<sup>®</sup> Steamers.

Model	Plug	Phase	Amps 208 Volts	Amps 240 Volts
SAF0P3	US 6-30P/CAN L6-30P	1	23.0	20.0
SAF0P3	US 6-30P/CAN L6-30P	3	20.0	N/A
SAF0P5	US 6-40P/CAN L6-40P	1	29.8	25.8
SAF0P5	US 6-30P/CAN L6-30P	3	23.7	N/A

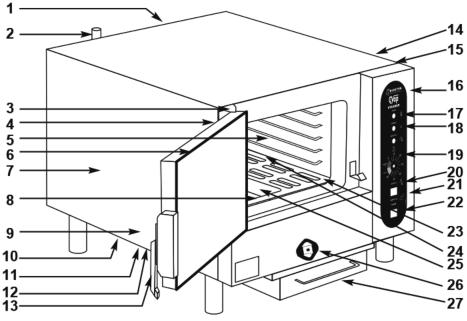
### **VENTING AND VENTILATION REQUIREMENTS**

**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. Your warranty may be void if you do not adhere to the instructions above.

**Vent hood** - Mechanical ventilation is required for this appliance in most locations. Check your local codes.



NOMENCLATURE



- 1. Quick Disconnect Valve for water supply connection (not shown in illustration).
- 2. Vent Pipe allows excess vapor to escape from steamer.
- Hinge supports door and is not reversible.
- 4. Door hinged left standard.
- Shelf Rails hold various sizes of pans.
- Door Gasket seals food chamber against heat loss.
- Side Panels support insulation, form outside of cabinet, and provide service access (right side).
- 8. **Evaporator Cover** protects evaporator. Cover sits on bottom shelf rail and contains an opening for manual water fill.
- 9. **Name Plate** identifies model number and serial number important for servicing and ordering parts, voltage, power and current information.
- 10. Floor Drain Pipe (FD models) (not shown in illustration) is located under steamer and is used to drain evaporator into floor drain.
- 11. Bottom Cover service access.
- 12. **Heaters** supply heat to evaporator for steam or hold control.
- 13. Latch holds door in closed position.



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### **NOMENCLATURE**

- 14. Buzzer sounds upon completion of steam cycle.
- 15. Beeper indicates water fill is required, and heaters are shutting off.
- 16. Controls are accessible by removal of right-side panel.
- 17. Water Fill Lamp when on indicates:
  - a. If Automatic Water Fill is connected, the fill lamp indicates that water is being added to the evaporator.
  - b. If Automatic Water Fill is not connected, the fill lamp indicates that water needs to be added to the evaporator.
- 18. Steam Lamp when illuminated indicates the unit is in steam mode.
- 19. **Electronic Process Control** features three separate functions; constant steam, timed cooking with steam, and holding. Hold function (150°F) only operates when Energy Saver switch is engaged (flipped up, or to the vertical 'l' position). Timer offers 5-minute increments from 0 to 60.
- 20. Hold Lamp when illuminated indicates unit is in hold mode.
- 21. **Energy Saver Switch** regulates steamer between constant-steam mode and energy-saving steam and/or hold mode.
- 22. **Power Switch** allows operator to turn electrical power on and off. Remains illuminated as long as unit is connected to electrical supply.
- 23. Fill Line indicates level to fill water (it is necessary to do this at first use whether you are operating with or without Automatic Fill). The Automatic Fill function adds water to evaporator in short bursts in order to avoid thermal shock and loss of heating efficiency during cook cycles. Because of this, the evaporator will not fill fast enough at first use to avoid the low water alarm. Filling the evaporator manually before the first cook cycle speeds steamer warm-up and avoids alarm.
- 24. Float Switch (not visible in illustration) triggers automatic water fill or low water indicator. This stainless steel ballast-style float switch is located underneath evaporator cover.
- 25. **Evaporator** supplies steam to inside atmosphere.
- 26. **Drain Valve** opens for draining evaporator into pan (if pan-drain unit) or floor drain (if floor-drain unit) during daily cleaning procedure.
- 27. **Drain pan (PD models)** (shown in illustration) is located on shelf under steamer and is used for drainage of water.



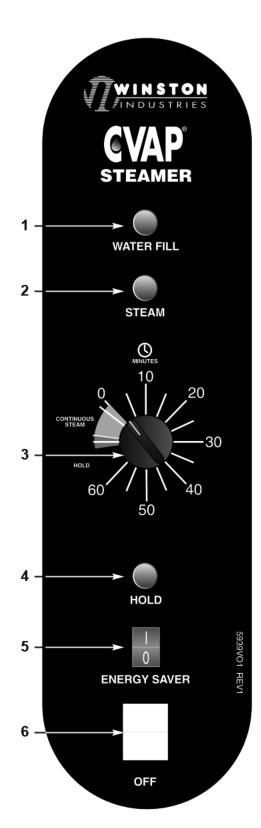
**NOMENCLATURE** 

- 1. Water Fill Lamp is on:
  - a. If Automatic Water Fill is connected, fill lamp indicates that the system is functioning.
  - b. If Automatic Water Fill is not connected, fill lamp indicates that water needs to be filled manually.
- Steam Lamp when on indicates that unit is warming up or ready for Steam Mode.
- Timer Dial is linked to a
  microprocessor that controls three
  functions of the steamer. HOLD
  maintains an internal temperature of
  150°F to maintain a low-energy mode
  during periods in between steaming
  cycles (HOLD function only works
  when ENERGY SAVER function is
  on).

CONTINUOUS STEAM is used to warm up steamer to Steam Mode (210°F) or to maintain or recover unit in between consecutive steam functions.

TIMER contains timed settings from 0 to 60 in increments of 5 minutes for steaming mode. When TIMER moves to 0 minutes, buzzer sounds and operator can move Timer Indicator to HOLD or CONTINUOUS STEAM.

- 4. **Hold Lamp** when on indicates that unit is in Hold (or Stand-By) mode.
- Energy Saver Switch regulates steamer between Energy Saving steam and/or Hold mode (I–Energy Saver engaged) and Continuous Steam mode (0–Energy Saver Disengaged).
- Power Switch controls electrical power to heat system through the microprocessor.





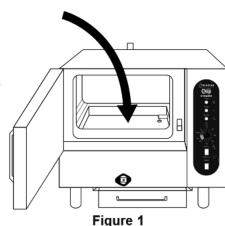
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### OPERATING INSTRUCTIONS

### **Steaming Operation Instructions**

 Prior to use, remove Evaporator Cover and fill Evaporator with at least 2.5 gallons of potable water (max. capacity is 3 gallons)(Figure 1). Replace Evaporator Cover. Manually filling the steamer prior to the day's first use is strongly advised whether you are using manual or automatic water fill, to prevent lowwater alarm from sounding. During normal use, units using Automatic Water Fill will automatically add water as needed throughout the day. This is done in short bursts to avoid temperature loss. Because



this feature uses short bursts, it will not add water to an empty **Evaporator** quickly enough to avoid the low-water alarm. Adding water manually for the day's first use will prevent alarm from sounding.

- Turn on Power Switch. This activates the unit heaters and, in units using Automatic Water Fill, the auto-fill function.
- Set Energy Saver Switch to desired setting. For Continuous Steam operation, turn Energy Saver Switch off. It is highly recommended that automatic water fill function be utilized for this setting. If using manual water fill, turn Energy Saver Switch on.
- 4. Set Timer Dial to Continuous Steam for warm-up to 212°F (allow 10 to 15 minutes). Steamer heat-up is complete when steam exhaust is visible coming from rear vent pipe. HINT: Heat-up can be accelerated by using hot water for initial fill-up. Load food into steamer and set Timer Dial to desired setting.
- 5. WARNING: Stand back from door as it is being opened to avoid burns from vapor and to avoid accidents from temporary blinding due to steam or fogging of glasses. When Buzzer sounds at the end of steam cycle, either:
  - Remove food and set Timer Dial to Continuous Steam (212°F) to be ready for next steam cycle or,
  - B. Remove food, turn **Energy Saver Switch** on, and set **Timer Dial** to **Hold** (150°F) for stand-by mode.
- 6. When the Evaporator needs water, the following will happen:
  - **Automatic Water Fill Water Fill Lamp** will illuminate, indicating that the steamer is adding water to the **Evaporator**.
  - Manual Water Fill Water Fill Lamp will illuminate, indicating that the Evaporator needs water. After 45 seconds, an alarm will sound and unit heaters will shut off. Fill Evaporator to Water Fill Line. Once water has been added to Evaporator, alarm will stop and heaters will return to normal operation.



**GUIDELINES** 

### Steam Time Guidelines\*

Product	Cook Time (minutes)
Broccoli-mixed vegetables (frozen), 6 lbs.	10
Corn, frozen, 5 lbs.	10
Pasta-macaroni, 2 lbs.	5-7
Rice, 2 lbs	20-25
Hot dogs, 5 lbs.	10
Carrots-coins, 5 lbs.	10
New potatoes, 5 lbs.	15
Peas, 5 lbs.	8-10
Green beans, 5 lbs.	15
Cabbage	15
Pinto beans, 5 lbs.	15
Rigatoni, 2 lbs	10
Spaghetti, 2 lbs.	13-15

These guidelines assume the use of perforated pans, when appropriate. Use of solid pans may increase steam time.

\*Steam time may be affected by several factors. Times may need to be adjusted in order to achieve the taste, texture, and temperature preferences of the consumer. The use of the Energy Saver function may also increase steam time slightly.



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## EQUIPMENT AND SUPPLIES FOR DAILY CLEANING

### Required Cleaning Accessories & Supplies

- 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 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 qualified 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 cleaning, turn off power switch, disconnect appliance from its electrical power source and allow to cool for at least one half hour.
- If drain is not plumbed to floor, make sure hole in drain pan cover is under drain valve.
- Open red drain valve, allow water from evaporator to drain into drain pan, remove drain pan and empty in sink, replace drian pan in steamer.
- Remove and clean evaporator cover.
- 5. Spray food chamber and evaporator with a food grade germicidal detergent.
- Wipe inside surfaces to remove all moisture and food deposits.
- 7. Inspect float switch stem for build-up. Clean thoroughly when needed.
- 8. Inspect for scale build-up in evaporator. If present, apply descaling agent. Read ALL warnings and follow directions listed on descaling agent package.
- Rinse all inside surfaces, including evaporator, and dry with clean towel.
   CAUTION: Do not spray outside of appliance or controls with water.
- Remove drain pan once again and empty in sink, clean drain pan and place back in steamer. Close red drain valve.
- 11. Leave door open overnight to facilitate proper drying.
- 12. 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.



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### **TROUBLESHOOTING**

### Read page 14 thoroughly. If proper cleaning procedures are not followed, it could void your warranty.

TROUBLE	FAULT
Power lamp outage	M F G

FA	ULT	CORRECTION
D. E. F.	Building circuit breaker tripped or fuse blown Power cord not plugged in Faulty power cord Faulty power switch Faulty power lamp Evaporator empty or low Automatic water-fill faulty	Reset or replace Plug in Call factory Call factory Call factory Add water, see pg.12 See pg 14, item #7, or call factory
H. J. K. L. M. O. P.	Water source connected improperly Drain valve defective Incorrect cook time selected Leaking door gasket at sides or top Faulty microprocessor controller Food or scale build-up Screw loose on Timer knob Screws loosened from door latch and catch Injury or accident, call Manufacturer	Call factory Call factory See pg. 13 Call factory Call factory Call factory See pg. 14 Tighten screws TEL 1-800-234-5286

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

LIIC	ionowing.	
1.		Serial #
	(located on name	plate)
2.	Your name	·
3.	Company name	
4.	Company addres	s
5.	Company phone	
6.	Type of problem	



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

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**TROUBLESHOOTING** 

WARNING: This appliance utilizes electrical voltages that have the potential to produce fatal electrical shocks; utilizes electrical 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 licensed electrician and serviced only by qualified servicers. Make this page available to the servicer.

SERVICE PARTS  1. Power Cord  2. Power Switch  3. Heater (3 pan 208V/SAH)  4. Timer  5. Door Gasket (3-pan)  6. Door Handle  7. Drain Valve  8. Lamps (Standby, Steam, water fill)  9. Hinge Set  10. Drain Pan  11. Buzzer, Electronic  12. Float Switch Assembly  13. Gasket (5-pan)  14. Contactor (3-pole)  15. Heater (3-pan 240V/SAH)  16. Thermostat Operating  17. Solenoid 208V	PART NUMBER PS2207 PS2304 PS2569 PS2563 PS2571 PS2564 PS2565 PS2298 PS2567 PS2572 PS1105 PS2669 PS2741 PS1007 PS2751 PS2598 PS2754
14. Contactor (3-pole)	PS1007
17. Solenoid 208V	PS2754
18. Relay Time Delay	PS2756
19. Terminal Block	PS2757
20. Legs 4" SS w/adj Foot 21. Knob Steamer	PS2758 PS2759
22. Thermostat H. Limit	PS2760
23. Tube & Clamp Drain Steamer	PS2761



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CIRCUIT DIAGRAM

# SAF0P3 / SAF0P5 Steamer Drawing 653Y227A Rev 1 340507090 (1) •35 tala mm 1043 E SWE 18 gr 10 G 南 ( )

<u>EVap</u>

ZAP ZERO ACCIDENTS PROGRAM



# **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 Steamer appliance (model numbers beginning with the letter S) 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.

#### 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: 4/01/03
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

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### 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, 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

(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

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