

# A guide for: Continuum Surgery Tables



**AWARNING** This product is for animal use only. We do not condone this product for other uses.

**AWARNING** To reduce the risk of injury, the user must read and understand this guide before installation of this product.

{Save This Guide For Future Reference}

PN: 006.9034.00 Updated: 09.30.15

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# Introduction

Thank you for purchasing Shor-Line products. As a leader in animal care equipment, our commitment to you is exactly the same as it was in 1927.

We hope this guide answers any questions you might have in regards to use, care or installation. If you can't find the answers to your questions, have further questions or would like to purchase additional products, please contact us at 800.444.1579 or 913.281.1500. If in Europe phone +44 1446 77 20 41.

Consider keeping this guide in a safe and convenient place for future assistance.

IMPORTANT: DO NOT ATTEMPT TO DISASSEMBLE TABLE WITHOUT CONTACTING SHOR-LINE.

For your safety, please follow the instructions on these labels: **ACAUTION AWARNING** 

**AWARNING** This product is for animal use only. We do not condone this product for other uses.

**AWARNING** To reduce the risk of injury, the user must read and understand this guide before installation of this product.

# California Proposition 65 Warning

WARNING This product can expose you to chemicals including chromium, which are known to the state of California to cause cancer. For more information go to: <u>www.P65Warnings.ca.gov</u>

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#### **ACAUTION**

Your Surgery Table is heavy so precautions must be taken. Use two or more people when unpacking your shipment.

#### **ACAUTION**

Tables shipped during cold weather should be allowed to warm up to room temperature before operating foot pump.

Section 1: Unpa	cking and Inspecting Shipment		
	nspecting Steps		
	of the Continuum V-Top Surgery Table		
	of the Continuum Flat Top Surgery Table		
	llation, Continuum Surgery Table		
	nation, continuum surgery fabie		F
	Leveling Screws		
Section 3: Insta	llation, Continuum V-Top Surgery	Table Top	
Pre-Installation	Check	•	7
	the V-Top Table Top		
•	Clam Cleats		8
Section 4: Insta	Ilation, Continuum Flat-Top Surg	ery lable lop	c
	I Check		
	the Flat Top Table Top		
	Clam Cleats		
Section 5: Operation	ation and Functionality		
	ble Top		
	owering Table Top		
	V-Top Table Panels		
	tenance and Cleaning		
	/-Top Panels of Your Product		
	ng Best Practices		
	inst Disease & Infection		
Section 7: Servi	ces, Terms & Conditions, Warran	ty	
Terms & Condi	itions	-	15
	tance		
-	ent		
	nent es		
Inspection			15
	action		
	nty		
-			
	nd Codes		
	dies		
Miscellaneous			17
		• • • • • • • • • • • • • • • • • • • •	
	Continuum V-Top Hydraulic Surgery Table	Item # 903.4100.01	

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# Section 1: Unpacking and Inspecting Shipment

{Unpacking and Inspecting Steps}

#### Step 1

Locate the Packing Slip that describes the parts and quantities shipped. Your Surgery Table should be carefully examined upon arrival for possible damage in shipment. If any damage is found, notify Shor-Line immediately.

#### Step 2

Review Section 10: Shor-Line's Warranty Information. For more information visit: **www.shor-line.com/warranty**. Then click the Damages/Returns/Repairs link on the left.

#### Step 3

Be sure that all parts are contained for your Surgery Table.

#### Step 4

Check content for concealed damage.

#### If Concealed Damage:

Follow instructions within Section 10: Shor-Line's Warranty Information. For more information visit: **www.shor-line.com/warranty**. Then click the Damages/Returns/Repairs link on the left.

Call Shor-Line immediately so we can expedite replacements or repairs.

**IMPORTANT:** After fifteen (15) calendar days of receipt of merchandise, this policy becomes void.

{Parts List}

#### CONTINUUM V-TOP SURGERY TABLE

QTY	PART	DESCRIPTION
1		V-Top Table Top (P/N 803.4100.03)
1		CONTINUUM HYDRAULIC BASE (P/N 803.4100.06)
4	· 0	STAINLESS STEEL FLAT WASHER (P/N 065.3700.07)
4	0	SPLIT LOCK WASHER (P/N 065.3700.01)
4	()	PLATED HEX NUT (P/N 064.3700.10)
4		SLIDE BLOCK WITH CAM CLEAT (P/N 803.0006.40)
4	0	NYLON WASHER (P/N 27610107)

## CONTINUUM FLAT TOP SURGERY TABLE

QTY	PART	DESCRIPTION
1		FLAT TOP TABLE TOP (P/N 803.4000.01)
1		CONTINUUM HYDRAULIC BASE (P/N 803.4100.06)
4		STAINLESS STEEL FLAT WASHER (P/N 065.3700.07)
4	0	SPLIT LOCK WASHER (P/N 065.3700.01)
4		HEX HEAD PLATED BOLT (P/N 062.3707.00)
4		SLIDE BLOCK WITH CAM CLEAT (P/N 803.0006.40)

### {Features of the Continuum Surgery Tables}

Maximum Lift: 250 lbs.	Maximum Lift: 250 lbs.
Continuum V-Top Surgery Table	Continuum Flat-Top Surgery Table
A two panel system that adjusts from horizontal to near vertical to hold the patient in the desired position during surgery.	One piece table top eliminates seams and sharp edges helping to promote a bacteria free environment.
Overall size of the table top is 19"W x 58"L.	Extra large 22"W x 60"L flat top.
Attachment rail system runs continually along the sides of the table.	Attachment rail system runs continually along the sides and ends of the table.
Two quick-release, cam cleat tie-down attachments are provided on each side of the attachment rail.	Four sliding, quick-release, cam cleat tie-down attachments are provided and can be tightened in any position on the attachment rail.
A 3½" stainless steel radiused trough permits fluid runoff into a drain outlet. The new V-Top design allows the tops to open to 270 degrees for easy access to the trough for removal of surgical waste.	Raised center permits fluid run-off into a perimeter trough and to a drain outlet.
Table can be lifted from 30 <sup>1</sup> / <sub>2</sub> " to 41" via a hydraulic mechanism.	Table can be lifted from 30 <sup>1</sup> / <sub>2</sub> " to 41" via a hydraulic mechanism.
Top has a tilt mechanism that allows the table to tilt 30 degrees with a locking mechanism that is infinite up to the 30 degrees.	Top has a tilt mechanism that allows the table to tilt 30 degrees with a locking mechanism that is infinite up to the 30 degrees.
Hydraulic mechanism foot pedal engages 4/5 for easy lifting and the bottom 1/5 for easy release.	Hydraulic mechanism foot pedal engages 4/5 for easy lifting and the bottom 1/5 for easy release.
Bottom Base measures 23½"W x 37"L.	Bottom Base measures 23½" W x 37"L.
The round tubular "X" base is designed with enough clearance for feet and other surgical tools that need to be in close proximity of the table.	The round tubular "X" base is designed with enough clearance for feet and other surgical tools that need to be in close proximity of the table.

#### **ADDITIONAL OPTIONS:**

- Vacu-Positioner Kits: 3 models available. The vacuum property of the pad holds your patients in position for surgery while minimizing heat loss, without sandbags, adhesive tape or bolsters.
- Utility and Instrument tables: 2 models available. Both tables have adjustable stainless steel tops and are intended to assist during surgeries by providing mobile access to surgical supplies.
- Thoracic Positioner: Intended for the flat top surgery tables to hold your patient in the desired position and allowing you to operate efficiently.
- Stat Mats/Surgery Table Pads: Models available for V-top and Flat top tables. Provides conductive warmth and comfort during short and long procedures.

**NOTE:** For questions regarding an additional purchase, dial 800.444.1579 or 913.281.1500. If in Europe, dial +44 1446 77 20 41.

# Section 2: Installation - Surgery Table Base

**ACAUTION** The Continuum Surgery Table is heavy. Precautions must be taken. Utilize two or more people when installing.



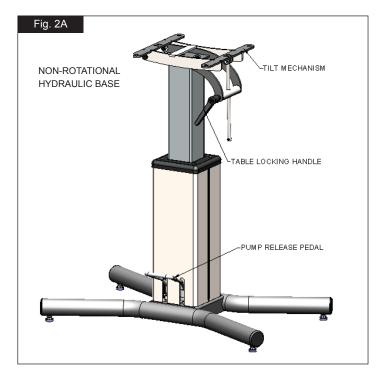
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#### {Installation: Surgery Table Base}

#### Step 1

Place the base in desired location in the facility. The hydraulic jack allows for placement of the table to be anywhere as the unit has no cords and will not cause a tripping hazard.

In addition, the tubular "X" base is designed with enough clearance for feet and surgical tools that may need to be in close proximity of the table.

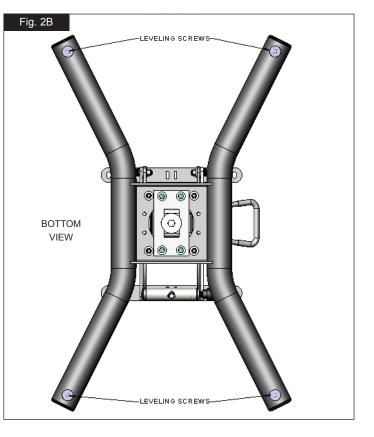


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# Adjusting Leveling Screws **Step 1**

The base should be set on a level surface. Adjust leveling screws on bottom of base until the table sets level. Ensure the four adjustable leveling feet touch the floor to prevent wobbling. See Figure 2B.

**IMPORTANT:** Your surgery table must be level in order to function properly.



# Section 3: Installation - V-Top Surgery Table Top

#### {Pre-Installation Check}

**ACAUTION** The Continuum Surgery Table is heavy. Precautions must be taken. Utilize two or more people when installing.

{Installation: V-Top Table Top}

**EQUIPMENT/PARTS:** The Continuum Surgery Table Top and Base are shipped in separate cartons and does require some assembly. Included in the table top shipping carton is a plastic bag containing 4 flat washers, 4 lock washers, 4 nylon washers and 4 hex nuts needed to mount the top to the base. In addition to the mounting hardware we have included 4 cam cleat assemblies.

#### TOOLS REQUIRED:

9/16 Socket or Crescent Wrench

Installing the V-Top Table Top

#### Step 1

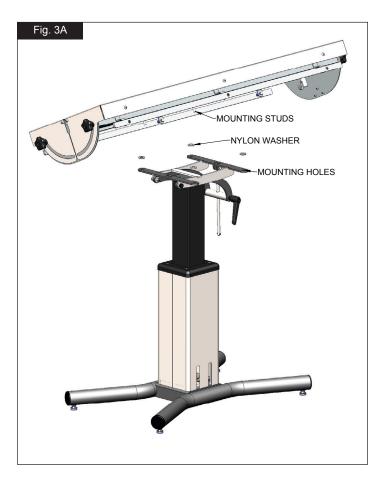
Ensure the tilt mechanism is in the horizontal position and locked.

#### Step 2

Place a nylon washer on each of the four mounting studs.

#### Step 3

Place the table top on the tilt mechanism on the top of the base assembly, and align the four studs on the bottom of the table frame with the four holes in the tilt mechanism. See Fig. 3A.



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#### Step 4

Once the mounting studs with nylon washers have been placed in the mounting holes, the table top can be secured using the additional hardware. The hardware should be installed in the following order.

a). Flat washer placed over stud b). Lock washer placed on top of flat washer

c). Hex Nut placed on top of lock washer

#### Step 5

Tighten using the 9/16 socket or crescent wrench. See Fig. 3B.

NOTE: The hardware must be placed on all (4) studs and must be tight.

#### {Installing Clam Cleats}

The Continuum V-Top Surgery Table comes equipped with a rail system which extends down the outer sides of the table. Also provided with the table are four cam cleat tie down attachments that can be used to secure the patient during surgery. See Fig. 3C.

The cam cleats can be installed two ways:

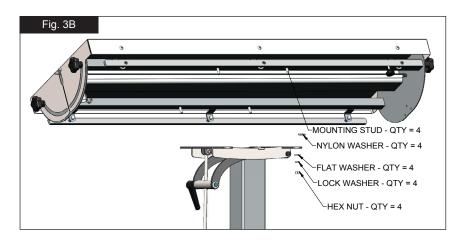
1. Loosen the knob by turning counter clockwise to remove the screw enough to allow you to place the slide block onto the end of the rail attachment bar and slide it along the rail system to the desired position. Then turn the knob clockwise to tighten and secure the cam cleat in the desired position.

#### or

2. Loosen the knob by turning counter clockwise to remove the screw enough to allow you to place the slide block on the side of the attachment rail in the desired position. Then turn the knob clockwise to tighten and secure the cam cleat in place.

Once the cam cleat assembly has been secured to the attachment rail, the patient can be secured by placing the leash or strap between the two cleats on the outside of the assembly. If pulled through, the cleats will lock to secure the leash/strap. The cam cleats have a maximum work load of 120 kg/264 lbs. See Fig. 3D.

To release, simply pull the leash outwards.







# Section 4: Installation - Flat Top Surgery Table Top

## {Pre-Installation Check}

**ACAUTION** The Continuum Surgery Table is heavy. Precautions must be taken. Utilize two or more people when installing.

# {Installation: Flat Top Table Top}

**EQUIPMENT/PARTS:** The Continuum Surgery Table top and base are shipped in separate cartons and does require some assembly. Included in the table top shipping carton is a plastic bag containing 4 flat washers, 4 lock washers and 4 hex bolts needed to mount the top to the base. In addition to the mounting hardware we have included 4 cam cleat assemblies.

#### TOOLS REQUIRED:

9/16 Socket or Crescent Wrench

#### Installing the Flat Top Table Top

#### Step 1

Ensure the tilt mechanism is in horizontal position and locked.

#### Step 2

Place the table top on the tilt mechanism and align the four holes in the bottom of the table frame with the four holes in the tilt mechanism. See Fig. 4A.

#### Step 3

Once the table mounting holes have been lined up with the tilt mounting holes, the table top can be secured using the hardware

supplied. The hardware should be installed in the following order.

a). Flat washer

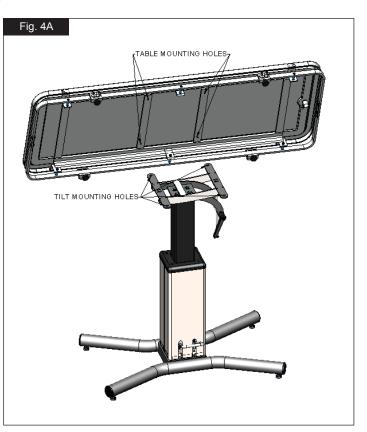
b). Lock washer placed on top of flat washer

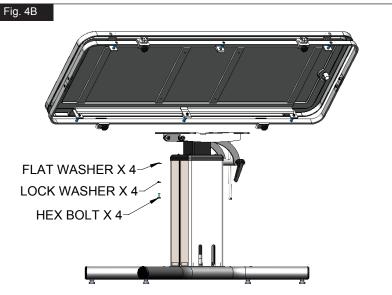
c). Hex bolt placed through both a) flat washer and b) lock washer and inserted through the tilt and into the table top.

#### Step 4

Tighten using a 9/16 socket or cresent wrench. See Fig. 4B.

**NOTE:** The hardware must be placed in all (4) holes and the bolts must be tight.





## {Installing Clam Cleats}

The Flat Top Surgery Table comes equipped with a rail system which extends around the outer sides and ends of the table. Also provided with the table are four cam cleat tie down attachments that can be used to secure the patient during surgery. See Fig. 4D.

#### Step 1

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Loosen the knob by turning counterclockwise to remove the screw enough to allow you to place the slide block on the side of the attachment rail in the desired position. Then turn the knob clockwise to tighten and secure the cam cleat in place.

Once the cam cleat assembly has been secured to the attachment rail, the patient can be secured by placing the leash or strap between the two cleats on the outside of the assembly. If pulled through, the cleats will lock to secure the leash/strap. The cam cleats have a maximum work load of 120 kg/264 lbs. See Fig. 4E.

To release, simply pull the leash outwards.





# Section 5: Operation and Functionality

# {Tilting Table Top}

#### Step 1

To tilt top, turn table locking handle counterclockwise to loosen. Tilt top to desired location. Turn table locking handle clockwise to tighten and lock into place. See Fig. 5A.

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**IMPORTANT:** Drain tube should always be at lower end of top in all positions.

#### {Raising/Lowering Table Top}

#### Step 1

To raise top, operate pump pedal with foot. Push 4/5 of the way down for easy lifting. The table has a total lift of approximately 10 inches.

#### Step 2

To lower top, depress pump pedal fully (holding to the very bottom), which will allow the top to descend slowly to the desired position.



#### Step 1

To raise V-Top Table Panels, turn locking knob counterclockwise until loose.

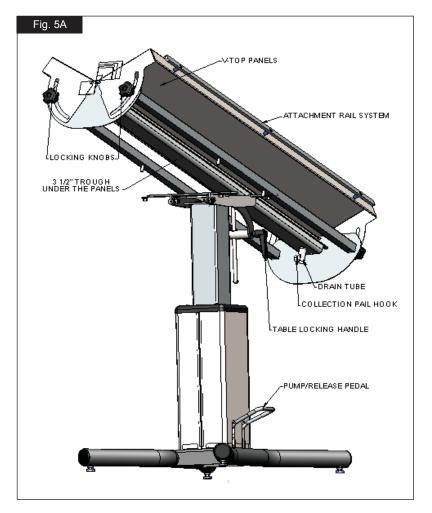
**NOTE:** Only one locking knob per panel needs to be loosened on either end.

#### Step 2

Raise the panel to the desired height. Turn locking knob clockwise to tighten.

Step 3

Repeat step 1 for other side.



# Section 6: Maintenance and Cleaning

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{Cleaning the V-Top Panels}

#### Step 1.

Using the Panel Adjustment Knobs, adjust both of the V-Top panels to the maximum angle. Pull outward at center of panels to rotate the panels downward. This will expose the underside of the panels.

#### Step 2.

Remove the drain trough located under the panels and clean thoroughly. See Fig. 6A.

#### Step 3.

Replace the drain trough and adjust the panels to the desired location (Refer to page 11).

**NOTE:** The drain pail can be removed/cleaned without adjusting the panels or removing the trough by simply removing the pail from the collection pail hook on the under side of the table.

NOTE: For additional cleaning information for the V-Top and Flat Top Surgery Tables, please see page 13.



## {Quality & Life of Your Product}

IMPORTANT: Routine maintenance will ensure quality and life of your long-term investment and protect animals from transmittable disease and infection

IMPORTANT: To safeguard your investment and rights to the Shor-Line's Warranty, it is important that you know factors that degrade stainless steel. Corrosion, pitting, and discoloration can occur if:

- Bleach, deodorizing agents, disinfectants, and sanitizers (chlorides, bromides, iodides and thiocyanates) stand wet on your product for a prolonged period (over two minutes).
- Bleach, deodorizing agents, disinfectants, and sanitizers are used frequently without being neutralized with clean water after each application.
- · Acidic urine is not removed rapidly and surfaces are not washed thoroughly.
- Animal hair, holding urine and fluids, is allowed to collect around legs, hinges, casters, and welded wire intersections.
- Solutions like liquid bleach and antibacterials are allowed to evaporate and dry on surfaces.
- Particles from steel wool, metal fiber brushes, or metal scrapers (which are never recommended for cleaning stainless) get embedded in your product's surface, rust, and give the false impression that the stainless steel is defective.
- Your water source (local or well) is heavy in iron content and water is allowed to dry on your product.
- High levels of pollution (automotive exhaust, aggressive gases, soot, iron oxides, chemicals, etc.) or chloride (from sea or de-icing salts) exist in the environment and frequent, thorough cleaning (manual or rain-washing) does not occur.

## {Care & Cleaning Best Practices}

IMPORTANT: You play an essential role in safeguarding your investment and rights to Shor-Line's Warranty. We strongly recommend:

• Daily or weekly cleaning of stainless steel to prolong its longevity and value and to help you maintain its finish.

- Using the mildest cleaning procedure that will do the job effectively.
  - Ordinary waste deposits and fluids can usually be removed with soap and water. Rinse thoroughly with clear water and dry completely with a soft cloth to discourage water spotting.
  - Minor scale build up and some hard water spotting can be removed by washing with vinegar followed by a clearwater rinse and thorough drying.
  - If rubbing, brushing, or scraping is required, use only stainless steel wool, brushes with plastic, nylon or stainless steel fibers, and scrubbers made of plastic or nylon. Ordinary steel wool or steel brushes should never be used.
  - Stubborn deposits or tightly adhering debris may require a commercial cleaning product. Scouring powders will scratch stainless and should not be used. Always review label statements on cleaning products regarding use on metals.
  - Cleaning is not completed until fresh water has been used to thoroughly rinse all residue of salt, bleach, deodorizing agents, disinfectants, and sanitizers.
- Rubbing, drying, and polishing should always be in the direction of the product's grain so scratches will blend into the surface. Efforts opposite the grain may produce a scratched surface appearance.
- Rubbing a soft cloth moistened with olive oil, undiluted white or cider vinegar, or club soda may brighten stainless steel and help remove surface streaks and heat stains.
- Never use paint, lacquer, or varnish as a substitute or shortcut for properly caring and cleaning stainless steel.
- ·Never intentionally stamp or etch stainless surfaces

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# {Protecting Against Disease & Infection}

IMPORTANT: Shor-Line shares your commitment to health and safety. This information is intended help protect your animals, as well as, safeguard your investment.

- •Bleaches can be harmful to animals. Bleaches can react with acids and release chlorine gas that is highly toxic. •Because of its strong corrosive and toxic properties, bleach is diluted with water. The solution's potency
- (shelf-life) quickly degrades as the active chlorine dissipates with water. Animal care professionals, therefore, cannot know with certainty how effective the bleach solution is over time without implementing a formal monitoring system.
- If chemical deodorizers, disinfectants, or sanitizers are used, protect your animals from respiratory problems and infections by using clean water to wash residue from all surfaces and dry thoroughly.
- Clorox<sup>®</sup> Company warns: "We cannot recommend Clorox<sup>®</sup> to clean metal surfaces, including stainless steel. Prolonged or repeated exposure of metal to strong solutions of our product eventually can cause discoloration or corrosion. To reduce the possibility of metal discoloration, we suggest that exposure time to Clorox<sup>®</sup> be less than five minutes and that surfaces be rinsed well after application of the solution."

# Section 7: Services, Terms & Conditions, & Warranty

### {Terms & Conditions}

<u>ORDER & ACCEPTANCE</u> By submitting an order for the products described herein, Buyer shall have agreed to purchase the products subject to all Seller's terms including these TERMS and CONDITIONS. Buyer's order is subject to and effective only upon acceptance and approval at Seller's offices in Kansas City, Kansas as evidenced by Seller's issuance of an Order Acknowledgement or Invoice. Processing of an order shall not commence until receipt of any applicable deposit and all required paperwork and customer sign-offs. The resulting contract shall be deemed made in Kansas and shall in all respects be governed and interpreted according to the laws of the State of Kansas. Buyer also consents to the jurisdiction of Kansas courts over any dispute involving this order.

ENTIRE AGREEMENT This order as accepted and approved by Seller constitutes the entire final agreement between the parties. Except as otherwise provided in writing by Seller, the terms set forth herein constitute the sole TERMS AND CONDITIONS for Buyer's order. Seller's acceptance of Buyer's order is expressly conditioned on Buyer's assent to these TERMS AND CONDITIONS which may not be supplemented, modified, superseded or otherwise altered except as authorized in writing by Seller. Any different, conflicting or additional terms in Buyer's purchase order or any other document of Buyer are rejected and Seller's TERMS AND CONDITIONS shall prevail.

<u>TERMS OF PAYMENT</u> Unless otherwise expressly specified by Seller in writing, payment shall be due 30 days from the date of invoice, payable in U.S. Funds. Seller reserves the right to negotiate terms or orders of any unique or special nature and may require full or partial payment in advance in its sole discretion. Acceptance of all orders and the payment terms for such orders are subject to approval by Seller's Credit Department. Seller may decline to make any shipment or perform any work except upon terms satisfactory to said Department. A charge of 1½% per month (or the highest monthly interest rate that may be imposed under applicable law) will be imposed on overdue accounts. Buyer will be liable for all expenses (including reasonable attorneys' fees) incurred in collecting any overdue accounts.

<u>PRICES & QUOTES</u> Prices on products specified herein are F.O.B. Seller's factory unless otherwise specified in writing and are exclusive of any city, state, local or federal tax. Prices are subject to adjustment without notice and Seller reserves the right to correct errors in prices or specifications. Any quotation (whether written or oral) is not an offer to contract or acceptance of an order. Similarly, neither a price list nor a catalog constitutes an offer to sell or contract, but are provided solely for customers' convenience.

<u>TAXES</u> Any sales, use, property, or other taxes or duties which Seller may be required to pay or collect (under any existing or future law) in connection with the sale, purchase, delivery, storage, processing, consumption or use of the products purchased herewith shall be for the account of Buyer and Buyer shall promptly reimburse Seller therefore.

DELIVERIES Delivery dates are estimates only and time shall not be of the essence unless specifically provided by Seller in writing. Seller will not have any liability for loss or damage resulting from a delay in a scheduled delivery or for non-delivery resulting from labor trouble, part or material shortages, accident, fire, war, strike, natural disaster, carrier delays or any contingency whatsoever (whether of the same class of those enumerated or otherwise) beyond its reasonable control. Buyer assumes all freight, handling and installation costs and the risk of loss or delay in transit. Seller will assist Buyer with transit arrangements, but Seller shall be free of any liability in connection therewith. Title to all materials and products sold by Seller shall pass to Buyer upon delivery to the carrier and Seller's responsibility ceases at that time. Risk of loss, injury, or destruction of the products shall be borne by the Buyer and any such loss, injury or destruction shall not release Buyer from payment of the purchase price.

INSPECTION Buyer must inspect all materials for shortages, damages, conformity with order and defects before signing any documentation requested by the carrier. Buyer must immediately complete such inspection and shall not accept delivery of goods that are damaged or not in accordance with the bill of lading or packing slip without proper notification to the carrier and Seller. If goods are damaged, defective, shorted or appear not to conform to the order, Buyer shall discontinue their use and immediately notify the carrier and Seller of such condition and afford a reasonable opportunity to inspect the same. Buyer shall make, or provide Seller in writing with all information necessary to make, a claim against such carrier for any shortage, damage, or discrepancy of the shipment within fifteen (15) days after receipt of the goods. Claims or written information thereon not so presented within fifteen (15) days after receipt of the goods will not be allowed. No products will be taken back and credited or replaced unless arrangements for their return have been made in compliance with Seller's Return Policy stated below. SEE SELLER'S CATALOG FOR INFORMATION ON HOW TO FILE A FREIGHT CLAIM.

<u>PRODUCT SATISFACTION</u> In the event Buyer is not fully satisfied with the quality or workmanship of a product purchased hereunder, Seller in its sole discretion may arrange either to credit Seller's account (excluding shipping and handling costs) or replace the product. However, Buyer must notify Seller in writing of its dissatisfaction within fifteen (15) days of receipt of the product from Seller and immediately discontinue its use. Buyer also must return the rejected product to Seller freight paid within thirty (30) days of its receipt in compliance with Seller's Return Policy stated below. Seller's obligation is limited to providing the applicable credit or product replacement, which will be processed only after receipt of the retuned product. In addition, this Product Satisfaction policy does not apply to specially designed, discontinued, used, factory second or repaired products.

<u>LIMITED WARRANTY</u> Seller warrants to the initial purchaser only of products manufactured by it that such products are free from defects in materials or labor for varying periods depending on the particular product and subject to the limitations and conditions set forth herein. Seller's stainless steel products are warranted to be free from such defects for their normal useful life. Seller's mechanical and electrical products, parts, devices and components (including such parts, devices and components of stainless steel products), and other-non-stainless steel products are warranted to be free from such defects for only one year. Seller disclaims any express or implied warranty for products not manufactured by Seller and the only warranty available therefore to Buyer is that offered by the products' manufacturers.

The warranty period shall run from the date of delivery to Buyer. If within the applicable warranty period a product proves to be defective as described herein, Seller will repair or replace the product, at Seller's sole discretion, conditional upon Buyer's written notice of the defect within fifteen (15) days after its discovery. Upon receipt of Buyer's notice including substantiation of Buyer's status as the initial purchaser and details of the defect, Seller shall advise Buyer whether it plans to repair or replace the product. Seller's obligation is solely limited to repair or replacement of a defective product and in no event shall Seller be liable for transportation from or to Seller's offices or any other expense which may arise in connection with this Limited Warranty or the aforementioned Product Satisfaction policy.

SELLER MAKES NO OTHER WARRANTY OR GUARANTEE OF ANY KIND WHATSOVER, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS, AND/OR MERCHANTABILITY. THE ABOVE LIMITED WARRANTY CONSTITUTES SELLER'S ONLY WARRANTY AND NO PERSON OR ENTITY IS AUTHORIZED, ON BEHALF OF THE SELLER, TO MODIFY OR EXPAND UPON THE PROVISION EXPRESSED IN THIS PARAGRAPH NUMBER NINE. THE SELLER'S LIABILITY UNDER THIS LIMITED WARRANTY SHALL BE LIMITED AS PROVIDED FOR ABOVE AND THE FOREGOING SHALL BE THE BUYER'S SOLE REMEDY AND RECOURSE UNDER THIS CONTRACT. There are no warranties which extend beyond the description on the face hereof and goods are sold as is. Seller's Limited Warranty is only available to the initial purchaser of its products and is effective only upon compliance with the terms set forth herein.

Buyer agrees that the products subject to this Limited Warranty will be properly maintained in the ordinary course of business. Buyer agrees to comply with all instructions and specifications furnished by Seller relating to the installation, care, use and application of products purchased. Buyer agrees that it will not modify, misapply, or misuse such products in any manner which would deviate from Seller's instructions. Any repairs, alterations or service provided by parties other than Seller, or its authorized representative, may void this Limited Warranty. This Limited Warranty shall not apply to normal wear and tear, improper or insufficient maintenance, routine maintenance, or damage caused by accident, negligence, improper operation or the use of corrosive materials (including without limitation bleach or sodium hypochlorite used on stainless steel surfaces). THE SELLER'S LIMITED WARRANTY MADE IN CONNECTION WITH THIS SALE SHALL NOT BE EFFECTIVE AND SHALL BE VOID UNLESS SUCH GOODS ARE APPLIED AND USED IN ACCORDANCE WITH SELLER'S INSTRUCTIONS.

LIMITATION OF LIABILITY UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER OR ANY OTHER PERSON FOR ANY SPECIAL, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES BASED UPON LOST GOODWILL, LOST SALES OR PROFITS, WORK STOPPAGE, DELAY, PRODUCT FAILURE, IMPAIRMENT OF GOODS OR OTHERWISE AND WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, and in any case, Seller's liability for any and all losses and damages sustained by Buyer and others, rising out of or by reason of this contract, shall not exceed the original purchase price of the products upon which liability is founded.

IN NO EVENT SHALL ANY ACTION BE COMMENCED AGAINST THE SELLER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION WITH RESPECT TO WHICH THE CLAIM IS MADE HAS ACCRUED. SELLER SHALL

# NOT BE RESPONSIBLE FOR EXPENSES FOR REPAIRS NOT MADE BY SELLER WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER.

<u>RETURN POLICY</u> All products being returned for any reason or delivered for repair service (whether or not pursuant to our Limited Warranty) must receive advance authorization from Seller. Buyer must contact Seller's Technical Service Department at 1.800.444.1579 to receive a Return Authorization Number. All products returned, except for warranty service or pursuant to the Product Satisfaction policy, are subject to a minimum 15% restocking charge. Buyer will be responsible for all freight charges on returns.

<u>INDEMNITY</u> Buyer agrees to protect, defend, indemnify and hold harmless the Seller from and against any and all direct loss suffered and any liability to third parties due to bodily injury (including death) to any person or animal, or damage to any property as a result of Buyer's misuse, misapplication or failure to inspect or maintain the Seller's products, or such loss or liability caused by the act or omission of the Buyer in the performance of any services using said products. Buyer also agrees to indemnify and hold harmless the Seller for any taxes paid as discussed in paragraph five above. This indemnity provision expressly includes attorney's fees and settlements of claims in a reasonable manner under the circumstances.

<u>UNLAWFUL USE</u> Buyer agrees that no goods covered by this contract shall be used in any manner violative of any laws of the United States, whether state or federal, or local ordinance, and no such goods shall be distributed to any foreign country in any manner prohibited by United States law.

<u>REGULATIONS AND CODES</u> Seller makes no representation or promise, express or implied, that goods delivered hereunder will conform to any state or local laws, regulations, codes, ordinances, or standards, except as particularly and expressly specified and agreed upon for compliance in writing as a part of the contract between Buyer and Seller.

<u>SELLER'S REMEDIES</u> Seller hereby expressly reserves all remedies provided for by the Uniform Commercial Code and such remedies are expressly cumulative in nature and include all of the available remedies for breach and Seller need not make any election of remedy.

<u>MISCELLANEOUS</u> Buyer may not assign its rights or duties relative to this order without Seller's written consent, but Seller may assign its interest in such order to any affiliate or successor in interest. The waiver of any breach of these TERMS AND CONDITIONS shall not constitute a waiver as to any further breach. Any of these TERMS AND CONDITIONS found to be invalid, illegal or unenforceable, shall be considered inoperative and the remaining TERMS AND CONDITIONS shall be valid and enforceable as though such provisions are not included herein. Contact our Credit Department toll-free for questions: 800.444.1579

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Shor-Line | 800.444.1579 | www.shor-line.com





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