



Model F662A9

## Winston Shortening Filters

F552A8 & F662A9

## Use & Care Manual



[www.winstonind.com](http://www.winstonind.com)  
800-234-5286

8535 Rev 19  
rs 7-13-07

## DESCRIPTION

Congratulations on your purchase of Winston's Shortening Filter. You will benefit from extended shortening life, fast filtering time, high portability, and easy operation.

### INCREASED SHORTENING LIFE

The Winston Shortening filter recycles shortening and increases its life by as much as 75 percent. Its patented single-leaf filter plate pulls the carbon particles and other substances from the shortening. The heavy-duty pump and motor speeds filtering time to three gallons per minute.

### EASY TO USE

Winston Shortening Filter's compact size and portable design allows you to filter multiple fryers with a single filter. Stainless steel construction makes it durable and easy to clean. Quick hose disconnects are standard.

We want you to be happy with your new shortening filter. 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!

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**Need to contact us? Choose the most convenient method.**

Internet: [www.winstonind.com](http://www.winstonind.com)

Email: [contact@winstonind.com](mailto:contact@winstonind.com)

Phone: 800-234-5286 • 502-495-5400 • Fax 502-495-5458

Mail: 2345 Carton Drive • Louisville, KY 40299 USA.



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Read and understand this entire use and care manual before operating your shortening filter.

**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, causing potentially fatal illnesses!**
- Always allow appliance to cool before cleaning. **If you don't, you could be badly burned!**
- Never stand on filter machine. Use appliance only for the care and handling of shortening.
- Do not operate appliance with faulty, loose or missing parts. **If you do, personal injury or damage to equipment and property could result.**

**CAUTION:** Prior to using appliance for the first time, perform the daily cleaning procedure listed on page 8.



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## 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 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 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

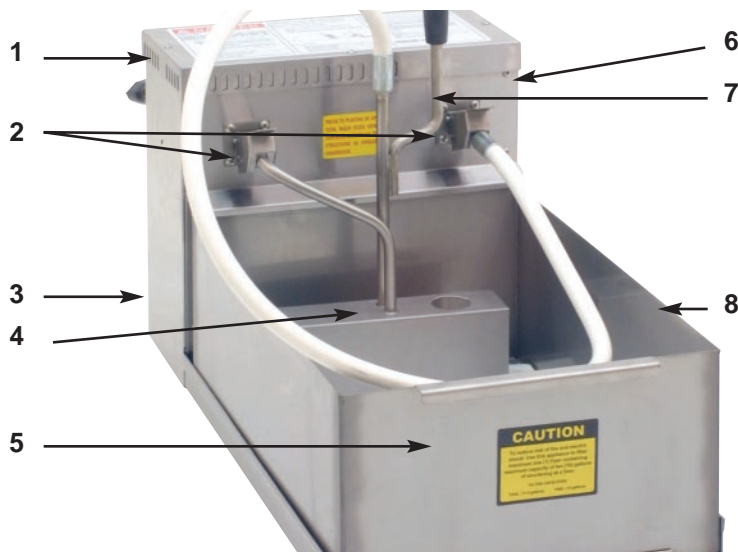
Model	Height (IN/MM)	Width (IN/MM)	Depth (IN/MM)	Weight (LBS/KG)
F552A8 (120V)	15.6/396	15.3/389	32.3/820	95/43
F662A9 (120V)	18.3/466	18.2/461	30.2/767	110/50

## ELECTRIC

The unit is shipped from the factory with an 6" cord. Provide an electrical outlet by a licensed electrician to match plugs identified in the following table. For the convenience of servicer and operators, do not wire direct. Following is a copy of the electrical information on the name plate for various models of Winston's Shortening Filters.

Model	Volts	Hertz	PH	Amps	Watts	Circuit Amp	Plug Type
F552A8	120	60	1	5.0	600	US 15/CAN 15	NEMA 5-15
INTERNATIONAL ONLY	230	50	1	2.5	575	N/A	N/A
F662A9	120	60	1	5.0	600	US 15/CAN 15	NEMA 5-15
INTERNATIONAL ONLY	230	50	1	2.5	575	N/A	N/A





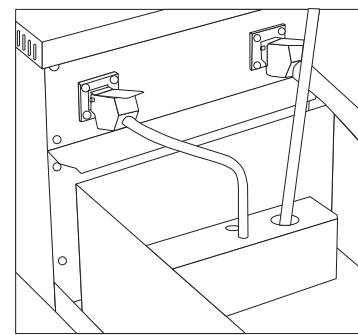
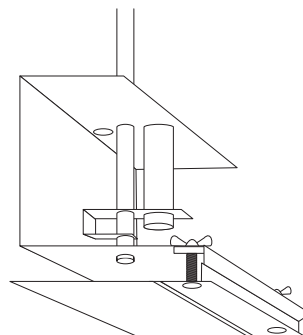
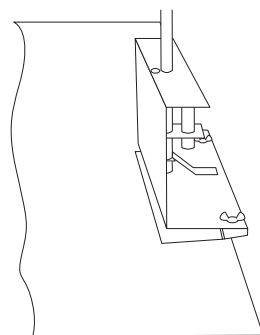
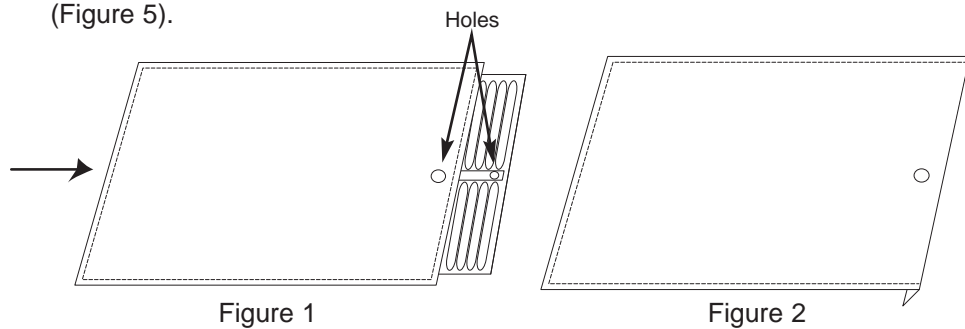
1. **Power Switch** - (on upper back) Supplies voltage to motor/pump assembly when in **ON** position.
2. **Quick Disconnects** - Disconnects for hose and filter tube simplify fast connection and disconnection.
3. **Motor Overload Manual Reset Button** - (located behind small metal plate on the rear of the filter - see photo at right) Used to reset the motor in the event that the motor shuts down. **DANGER:** If the motor shuts down, it may indicate a serious problem with your shortening filter. To reset the motor, turn the filter power switch OFF and unplug the filter power cord. Remove the screw securing the cover plate to access the reset button. Press in the reset button (located to the left, center on the bottom of the motor). Re-secure the access plate. Plug in the filter power cord. Turn the filter power switch back ON. If the motor turns OFF again, turn the filter power switch OFF, unplug the filter power cord, and call a service technician for repair. If the motor tends to turn OFF frequently, call a service technician for repair.
4. **Filter Tube & Clamp Assembly** - Filter tube plugs into pump intake connector and directs flow of shortening up through pump. Clamp secures filter plate and paper to filter tube by means of two wing nuts.
5. **Filter Plate** - (Inside) Stainless steel plate used to prevent filter paper from collapsing and to equalize shortening flow during filtering.
6. **Pump & Motor** - Pumps shortening through filter plate and envelope. Pump is self-draining when hose and wand are detached.
7. **Hose & Wand** - Used to direct shortening back into appliance.
8. **Shortening Tank** - Stainless steel tank with handles on both sides for easy removal.



## Filter Paper, Plate and Clamp Assembly

**CAUTION:** Prior to using appliance for the first time, perform the daily cleaning procedure listed on page 8.

1. Place tank on shortening filter.
2. Replace filter paper:
  - Place envelope hole side up and insert filter plate to align holes in plate and envelope (Figure 1).
  - Fold and crease excess paper under the filter plate, keeping holes aligned (Figure 2).
  - Slide clamp assembly over plate and paper so filter pipe slips into hole in envelope and plate (Figure 3)
  - Tighten wing nuts to secure clamp assembly to paper and plate (Figure 4).
3. Install assembled plate and clamp into tank.
4. When ready to filter, connect filter tube into left side (intake) connector and push down on quick disconnect cover to lock hose in place. Connect hose and wand to the right side (output) connector and push down on quick disconnect cover to lock hose in place. Insert wand into hole in filter tube and clamp assembly (Figure 5).



**WARNING:** Filtering procedures for the Winston Shortening Filter are written with the consideration that a Winston Collectramatic® Fryer is being used. Procedures could vary to some extent depending upon design of frying equipment utilized.

1. Caution: Turn fryer off before starting filtration procedure.
2. PUT ON RUBBER GLOVES.
3. Place filter tube and clamp assembly (filter plate and paper attached) into tank.

NOTE: Using liquefied cooking oil, lubricate O-ring in groove on filter tube, hose and wand prior to steps 4 and 5.

4. **Push filter tube into pump intake connector until seated. Lower quick disconnect cover to secure filter tube in place.**
5. **Push hose and wand into pump output connector until seated and secure in place by lowering quick disconnect cover. Place wand into hole in filter tube and clamp assembly.**
6. Position shortening filter under drain valve on fryer.
7. Open drain valve on fryer and allow shortening to drain into filter machine until shortening flow through drain valve stops (Figure 6).
8. Wearing safety gloves, remove heat plate from fryer (Figure 7).
9. Push displacer tool down into fryer collector to force shortening in collector up and out of drain valve (Figure 8).
10. Move shortening filter to safe area and clean fryer. Make sure fryer is completely dry before placing shortening back into it.
11. Close drain valve on fryer. Using hose and wand, pump shortening from filter machine back into fryer.
12. Turn filter machine off. Add shortening to fryer if needed to obtain proper oil level.
13. **Disconnect hose and wand from pump output connector and place in an**

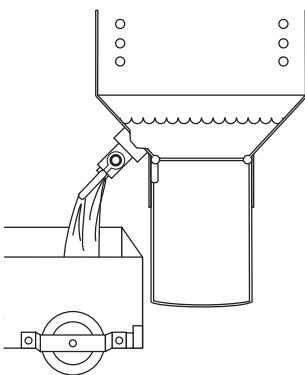


Figure 6

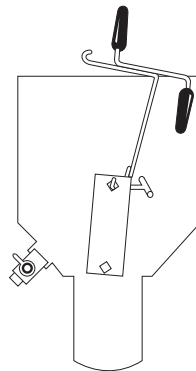


Figure 7

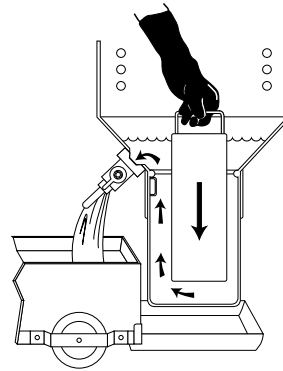


Figure 8



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## DAILY CLEANING

upright position to drain. This will prevent clogging caused by solidified shortening in hose and wand (Figure 9).

14. Disconnect filter tube from pump intake connector.
15. Make sure quick disconnect covers are pushed all the way down. Turn filter machine on for 3-5 seconds to force residual shortening from pump.

**WARNING:** Failure to clear residual shortening from pump will result in clogged internal lines, requiring partial disassembly of unit.

### DAILY CLEANING

**WARNING:** Never attempt to circulate water through pump. Internal rusting in pump will occur.

**CAUTION:** Prior to using appliance for the first time, perform the daily cleaning procedure listed below.

**NOTE:** Shortening Filter must be cleaned DAILY. *Failure to do so will void warranty.*

1. Disconnect filter hose wand, and drain (see figure 9). Make sure quick disconnect covers are pushed all the way down. Disconnect filter tube and turn pump on for 3-5 seconds to force shortening from pump. Failure to do this will cause pump or hose to clog with shortening.
2. Unplug shortening filter.
3. Remove filter tube and clamp assembly. Unscrew wing nuts on filter clamp assembly to remove filter paper from filter plate. Discard used paper; wash filter plate and thoroughly rinse with hot water; dry well.
4. Remove and wash tank. Rinse and dry thoroughly. Replace tank onto filter.
5. Wash clamp assembly, rinse with hot water, and dry well.
6. Replace filter paper on tube and clamp assembly and install in tank.

**WARNING:** *To prevent the pump from clogging, it is important that both hoses be disconnected from the pump as soon as the filtering process is completed. Next, turn the pump on for 3-5 seconds, then turn it off. This clears any remaining shortening from the pump. Drain shortening from the hose and wand as shown in Figure 9. The hose and wand and filter clamp assembly should be washed in hot water as part of the daily cleaning procedure. Failure to follow this procedure could result in clogged internal lines, requiring partial disassembly of unit.*



Figure 9





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.

**Service parts may be purchased directly from the factory online.  
Visit [www.winstonind.com](http://www.winstonind.com)**



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# TROUBLESHOOTING

Check **FAULTS** in order before calling servicer.

TROUBLE	FAULT CODE
Unit not pumping shortening .....	1, 2, 3,4,5,7,8, 9,10,11,13,14
Erratic flow of shortening from hose and wand .....	3,4,5,9,11,13,14
Shortening leaking from bottom of unit .....	9,14
Shortening leaking from intake or output connector .....	5, 6, 11, 12
Motor shuts off automatically .....	9, 10

FAULT	CORRECTION
1. Open power line (check circuit breaker) .....	Adjust, Call Servicer
2. Unit unplugged .....	Adjust
3. Filter paper and plate not properly seated in filter tube and clamp assembly .....	Adjust
4. Filter tube and clamp, pump lines, and/or hose and wand clogged .....	Clean
5. Filter tube not properly seated in pump intake connector .....	Adjust
6. Hose and wand not properly seated in pump output connector.....	Adjust
7. Defective power switch .....	Call Servicer
8. Defective power cord .....	Call Servicer
9. Defective pump .....	Call Servicer
10. Defective motor .....	Call Servicer
11. Defective or missing filter tube O-ring.....	Replace
12. Defective or missing hose and wand O-ring .....	Replace
13. Defective filter tube and clamp assembly .....	Replace
14. Defective pump line(s) .....	Call Servicer

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



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**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 installed only by licensed electrician and serviced only by trained servicers. Make this page available to the servicer.

<b>SERVICE PARTS</b>	<b>PART NUMBER</b>
Pump Motor (120V)	PS2727 - After 1992
Pump Motor (200-240V)	PS2729 - After 1992
Switch, Power (120V)	PS2304
Hose & Wand Asm	PS1558
Filter Tube & Clamp (F5)	PS1572
Filter Tube & Clamp (F6)	PS1583
Filter Plate	PS1563
Filter Paper (F5)	PS1489
Filter Paper (F6)	PS1488
Filter Plate (F6)	PS1562
Cover Tank	PS2055
Tank	PS1544
Wand - S/T Hose	PS1922
Nozzle	PS1575
Bracket & Axle/Wheel ASM (F6) "4"	PS1743-2
Swivel Caster (F6)	PS2668
Wheel "4" Black Fryer	PS1226-2
Stop Wheel (F6)	PS1742-2
Lamp Indicator (120V)	PS1103-3
O Ring Hose Nozzle	PS1213-3
Hose Only 60"	PS1539
Pump Line Output	PS1740
Pump Line Input	PS1741
Rear Casters	PS2232-2

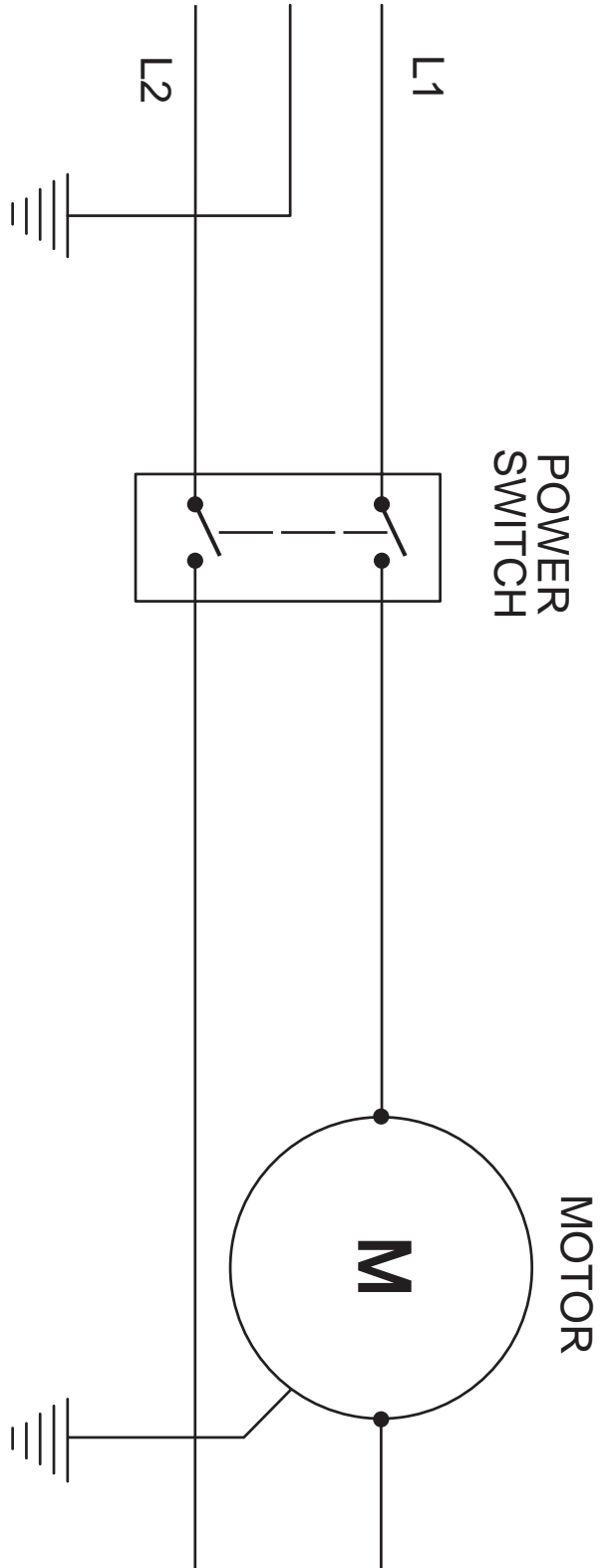
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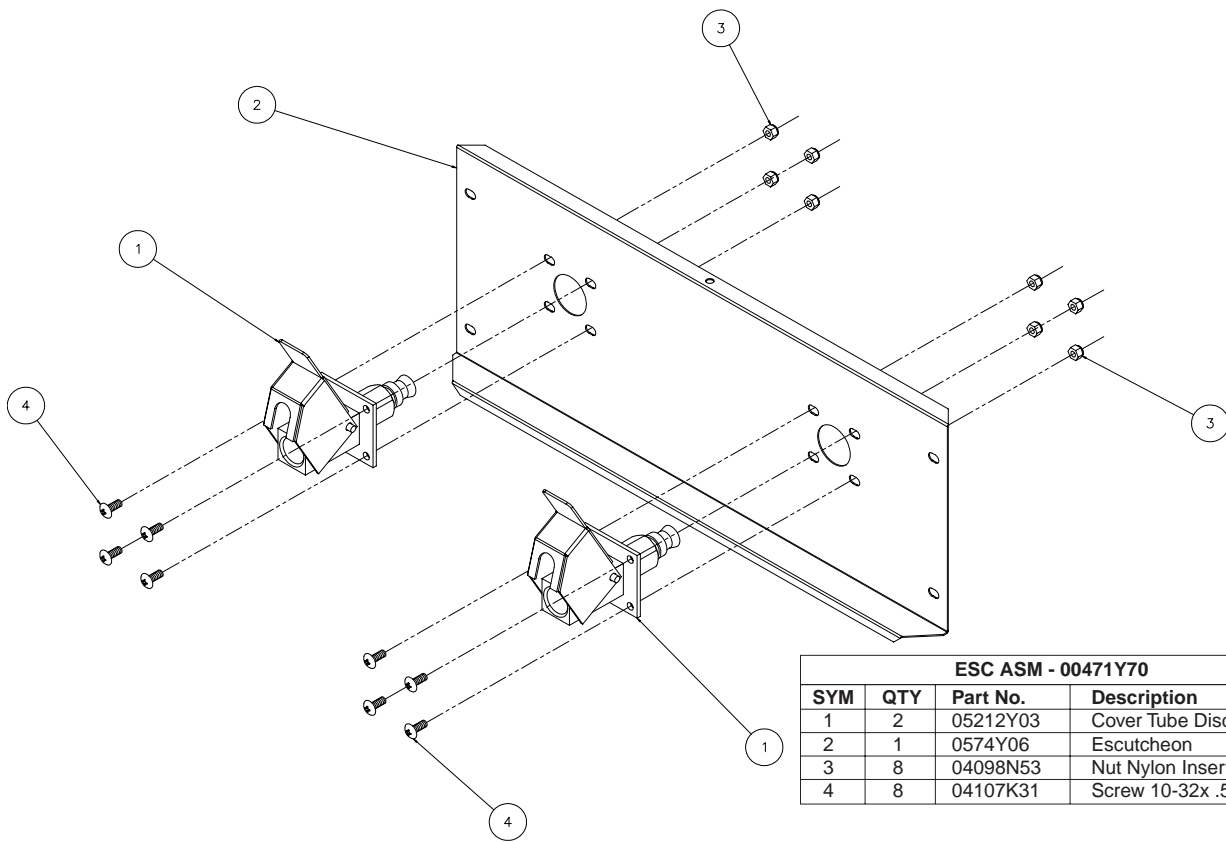
CIRCUIT DIAGRAM

Models F552A8 & F662A9  
Shortening Filter



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# EXPLODED VIEWS

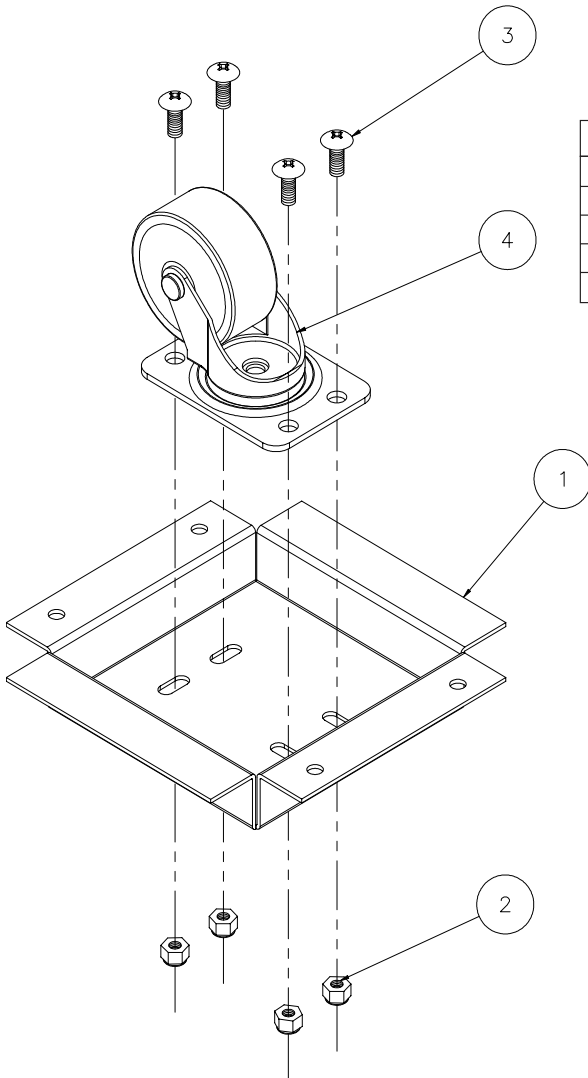


ESC ASM - 00471Y70			
SYM	QTY	Part No.	Description
1	2	05212Y03	Cover Tube Disconnect
2	1	0574Y06	Escutcheon
3	8	04098N53	Nut Nylon Insert 10-32
4	8	04107K31	Screw 10-32x .500



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# EXPLODED VIEWS



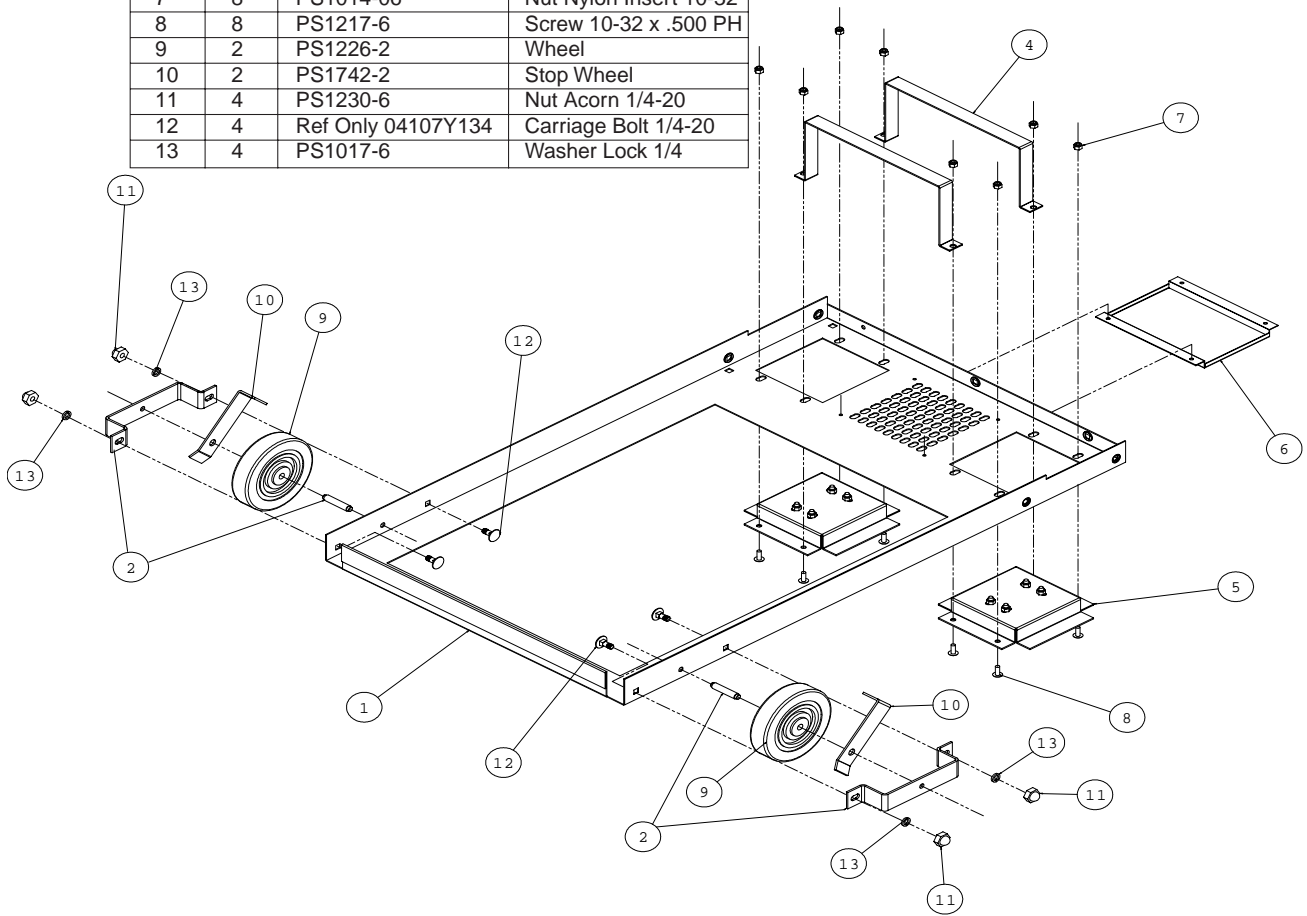
F552A8, F662A9 Caster & Bracket ASM			
SYM	QTY	Part No.	Description
1	1	Ref Only (01325Q02)	Wheel Bracket
2	4	PS1014-6	Nut Nylon Insert 10-32
3	4	PS1217-6	Screw 10-32x .500
4	1	PS2232-2	Caster Swivel Non-lock 2"



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# EXPLODED VIEWS

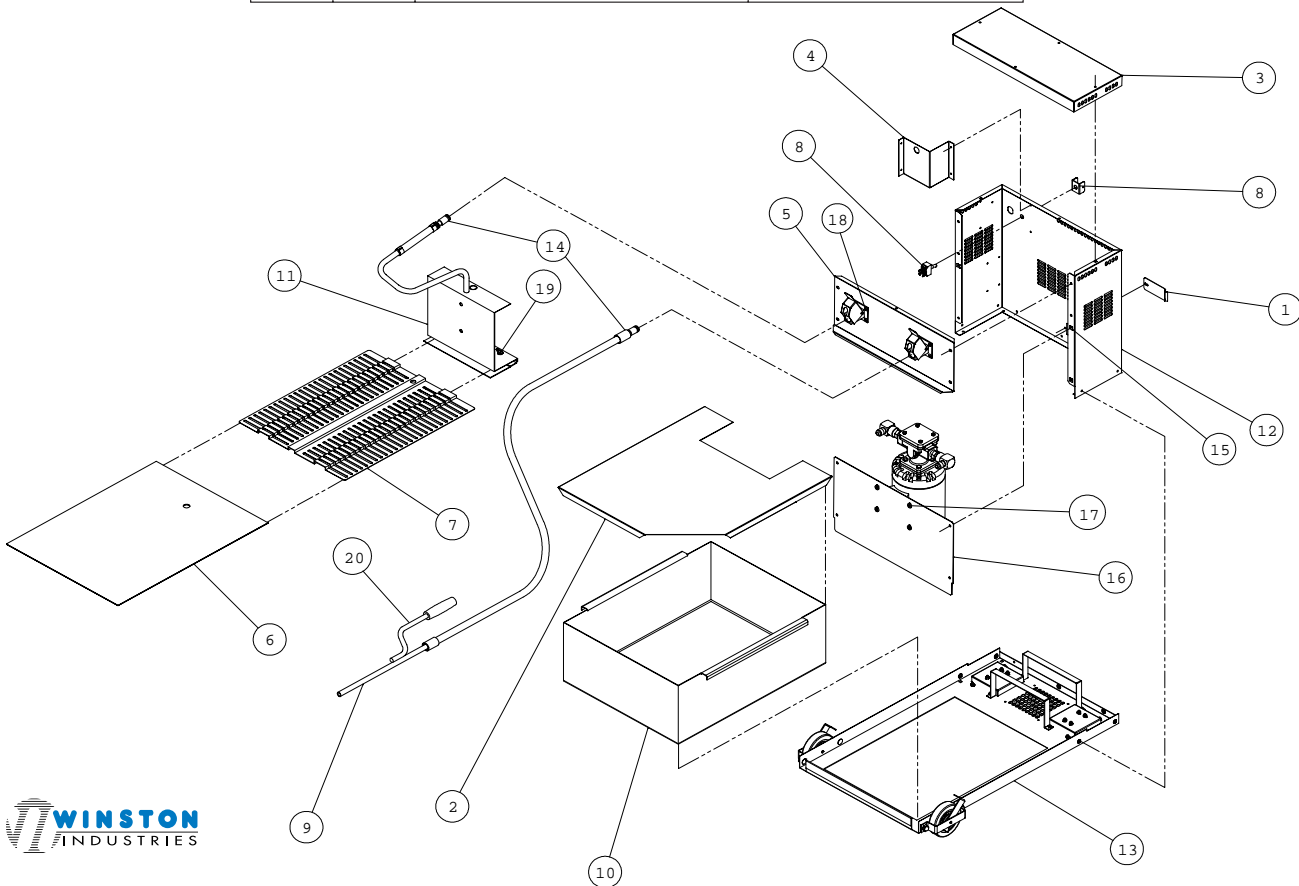
F662A9 Base ASM			
SYM	QTY	Part No.	Description
1	1	Ref Only 05171Y06	Base
2	2	PS1768	Bracket Wheel
4	2	Ref Only 06393Y06	Bracket Support Motor
5	2	PS2668	Caster & Bracket ASM
6	1	Ref Only 01521R01	Drip Guard
7	8	PS1014-06	Nut Nylon Insert 10-32
8	8	PS1217-6	Screw 10-32 x .500 PH
9	2	PS1226-2	Wheel
10	2	PS1742-2	Stop Wheel
11	4	PS1230-6	Nut Acorn 1/4-20
12	4	Ref Only 04107Y134	Carriage Bolt 1/4-20
13	4	PS1017-6	Washer Lock 1/4



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# EXPLODED VIEWS

F552A8, F662A9 Base ASM			
SYM	QTY	Part No.	Description
1	1	Ref Only 06455Y01	Cover Access Reset
2	1	PS2055	Cover Tank
3	1	Ref Only 05175Y07	Cover Top
4	1	Ref Only 01893Y37	Cover Wiring
5	1	Ref Only 00471Y70	Esc ASM
6	1	PS1488	Filter Paper
7	1	PS1562	Filter Plate
8	1	PS2304	Switch Guard
9	1	PS1558	Hose & Wand ASM
10	1	PS1544	Tank
11	1	PS1583	Filter Tube Hose Clamp
12	1	Ref Only 05190Y03	Wrapper
13	1	Ref Only 03094Y09	Base ASM
14	1	PS1575	Nozzle
15	3	PS1271-6	Grommet Screw #10
16	1	PS2727 120V; PS2729 240V	Pump Motor ASM
17	1	PS1220-6 use w/PS2550-6	Screw w/Nylon Nut
18	8	PS1217-6 use w/PS1014-6	Screw w/Nylon Nut
19	2	PS1122-6	Nut Wing 1/4
20	2	PS1922	Handle & Tube ASM



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# **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 one (1) year 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.

# TERMS AND CONDITIONS



## TERMS AND CONDITIONS OF SALE

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 from invoice date). 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. Orders placed prior to a price increase, which are due to ship after the increase, may be charged at the new price.

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.

Prices subject to change without notice.  
F.O.B. Louisville, KY, USA

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

Winston Products Company  
2345 Carton Drive  
Louisville, KY 40299