

# **CVap<sup>®</sup>** display cabinet



**MGB007**  
(Shown with optional lighted sign  
and rotating racks.)

## **MGB Series** **Holding/Display Cabinets** **Use & Care Manual** MGB007    MGB007-RL

*Built with pride by*



*Includes all MGB Series Models*

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# CVap<sup>®</sup> display cabinet

## welcome

Thank you for your purchase of a Winston CVap<sup>®</sup> display cabinet. The benefits you will enjoy from this cabinet include longer hold times, better quality food, quicker service, higher productivity, and safer food temperatures.

This CVap holding cabinet utilizes Controlled Vapor (CVap) technology. Using a combination of dry and moist heat, CVap holding cabinets keep foods hot and maintain texture, whether moist or crisp, throughout long serving periods. The two electronic differential control dials are easy to understand and reliable. **The controls never need field calibration.** The FOOD TEMP

dial allows precise control of food temperature from 90 to 180°F (32 to 82°C). The FOOD TEXTURE dial maintains just cooked texture with settings labeled very moist, firm moist, and crisp. No guesswork required.

CVap display cabinets are built with durable stainless steel construction and full insulation, and they are designed for high volume usage.

If you have any questions, or if anything held in your CVap holding/proofing cabinet doesn't meet your satisfaction, please call our Customer Service Center at 1-800-234-5286 or 502-495-5400, or email us at [CustomerService@WinstonInd.com](mailto:CustomerService@WinstonInd.com).

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

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Please read this entire use & care manual before operating your CVap holding cabinet. The manual contains important safety information and operating instructions.

**As is the case with many kitchen appliances, your CVap holding cabinet should be used with caution. Please read the following warnings to avoid injuries.**

## **⚠ DANGER**

### **Electrical Hazard**

Can cause serious injury or death. Do not attempt to install or service this appliance unless you are a licensed electrician or trained servicer.

1. Because this appliance utilizes high voltage, it should only be installed and serviced by a licensed electrician or trained servicer. Attempting to install or service the appliance yourself could result in serious, potentially fatal injuries.
2. If an electrical shock is felt when touching appliance, shut off power immediately (either pull power cord or turn off circuit breaker) and call a trained servicer for repair. Failure to do so could result in serious, potentially fatal injuries.
3. Always turn power switch off any time appliance is not in use.

## **⚠ WARNING**

### **Burn Hazard**

Can cause serious injury. Avoid heated vapor when opening or closing appliance door.

4. This appliance utilizes heated water vapor, which transfers heat much more quickly and efficiently than dry air of the same temperature. Use caution when opening

doors or reaching into the appliance, as heated vapor can quickly cause burns.

## **⚠ WARNING**

### **Contamination Hazard**

Can cause serious illness or damage to appliance. Clean appliance daily to avoid potential contamination hazard.

5. Clean appliance daily to prevent buildup of food residue or chlorides, which can also damage stainless steel and contaminate food. **Failure to follow proper cleaning procedures can void your warranty.**
6. **Prior to using appliance for the first time, perform the daily cleaning procedure listed on pages 10 and 11.**

## **⚠ CAUTION**

### **Burn Hazard**

Can cause injury. Allow 30 minutes for appliance to cool before attempting to clean.

7. Always allow appliance to cool before cleaning, to avoid potential burns.

## **⚠ CAUTION**

### **High Temperature and Grease Hazard**

Can cause damage to appliance. Avoid placing appliance near high heat or in grease laden atmosphere.

8. Do not place appliance in areas where air temperature exceeds 100°F (38°C). A heat shield may be required to prevent heat exposure and grease laden vapors from affecting the appliance if near heat, vapor, or grease generating devices (such as grills, steamers, ovens, etc.). Excess heat and grease inside the appliance cavities may cause electrical components to fail.

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## receiving your cabinet

### Shipping Damage

Examine equipment thoroughly for shipping damage before, during and after unloading. All Winston products are carefully inspected and verified to be in good condition before leaving our factory. The carrier delivering your cabinet has assumed responsibility for its safe arrival. If you notice any damage (obvious or hidden), a claim must be made to the carrier.

### Obvious Loss or Damage

Please note any obvious loss or damage on the freight bill or express receipt, and have the carrier's agent sign to acknowledge the claim. The carrier will supply the necessary forms. If you do not obtain and complete the forms before the carrier's agent departs, the carrier might refuse your damage claim.

### Concealed Loss or Damage

Sometimes loss or damage is not obvious until the product has been unpacked. If you

notice damage that was concealed by packaging or crating, contact the carrier in writing to notify them of the damage. The carrier should agree to inspect the damage within 15 days. Please retain all packing materials. The carrier will supply an inspection report and the required claim forms.

### Water Supply

In order to operate properly, the evaporator in this cabinet must be filled with clean, potable water.

As water evaporates, minerals in the water will deposit on the surface of the evaporator. These mineral deposits will inhibit the transfer of heat. Deposits can also degrade and damage stainless steel. To avoid mineral deposits clean the appliance daily. It is advisable to contact your water utility for advice on minimizing deposit buildup.

Model	Height with Feet (IN / MM)	Width (IN / MM)	Depth (IN / MM)	Weight (LBS / KG)
MGB007	32.8"/833	22.8"/579	27.8"/706	133/61
MGB007-RL	39.8"/1011	22.8"/579	27.8"/706	Call Factory

## electrical

The appliance is shipped from the factory with a 84" (2134mm) (minimum) power cord and plug. Refer to the table below to determine the correct electrical outlet. It may

be necessary for a licensed electrician to install the correct outlet or wiring. Winston does not recommend wiring the appliance direct.

Below is electrical information for the MGB Series.

Model	Volts	Hertz	PH	Amps	Watts	Circuit Amp	Plug Type
MGB007	120	60	1	11.7	1400	US 15/CAN 15	US 5-15P/CAN 5-15P
MGB007-RL	120	60	1	12.1	1453	US 15/CAN 20	US 5-15P/CAN 5-20P

## ventilation requirements

**Ventilation clearances** - To operate properly, the appliance will need sufficient space for air circulation. Allow at least 2" (51mm) clearance on all sides, particularly around ventilation holes. Care should be taken to prevent placing the appliance close to anything combustible. It must be installed with its supplied legs, feet, or casters. Counter top appliances supplied without legs or casters may be placed directly upon a counter top of non-combustible material. In this situation, the appliance may have to be sealed to the counter top with a food-grade silicone sealant (check local health codes). Half size appliances may be stacked upon each other using only a Winston supplied stacking kit and following the instructions enclosed with the kit. Your warranty may be void if you do not adhere to these ventilation requirements.

## ⚠ CAUTION

### High Temperature and Grease Hazard

Can cause property damage.

Avoid placing appliance near high heat or in grease laden atmosphere.

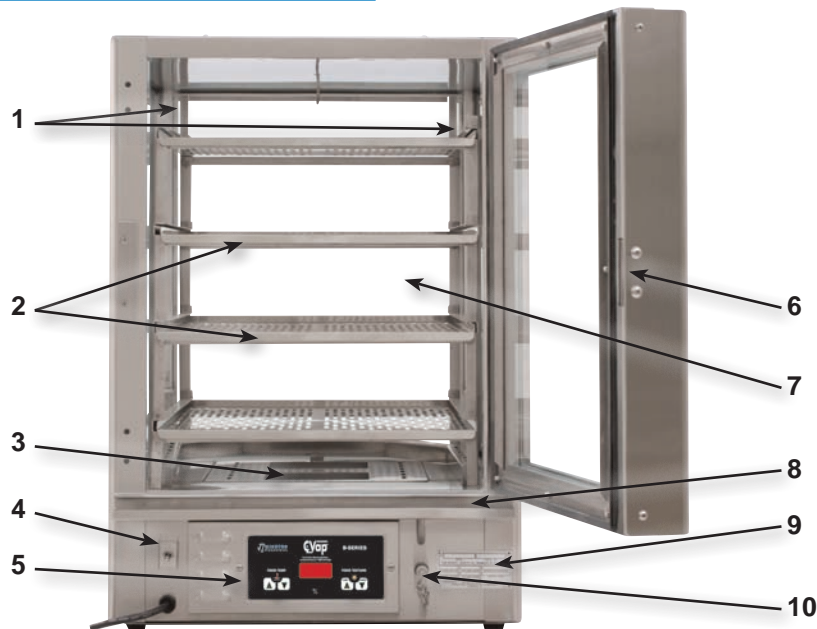
Do not place appliance in an area where ambient temperature (air temperature around the appliance) exceeds 100°F (38°C). A heat shield may be required to prevent excessive heat exposure and grease laden vapors from affecting the appliance if adjacent to heat, vapor, or grease generating devices (such as grills, steamers, ovens, etc.). Excess heat and grease inside the appliance cavities may cause electrical components to fail.

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

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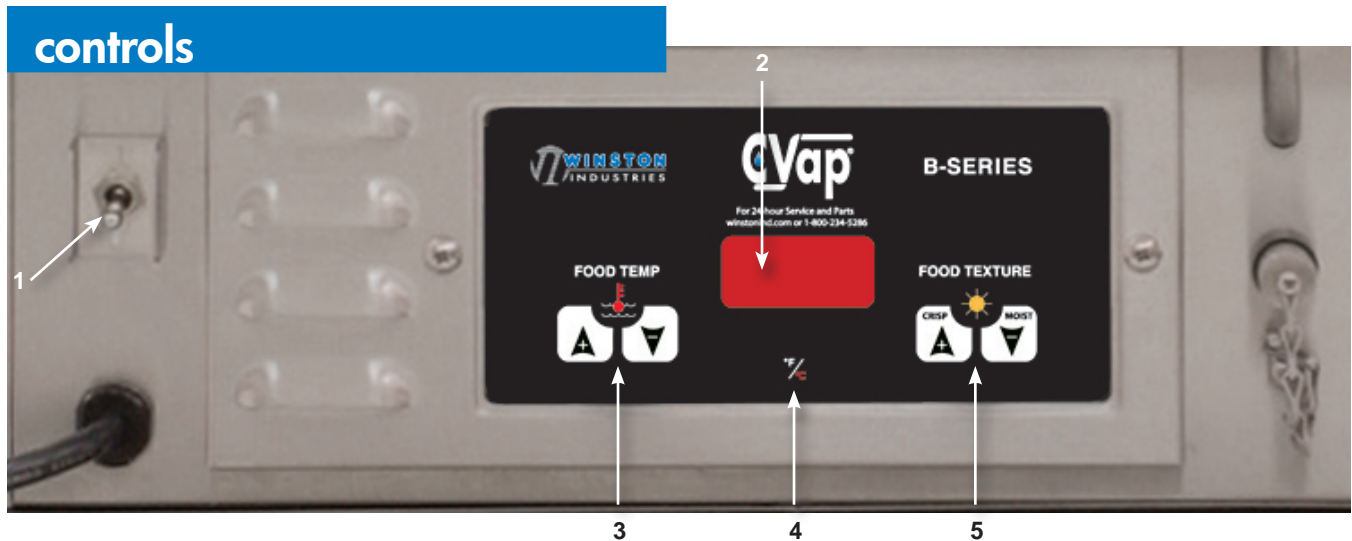
## component identification

Base model shown.  
Elements are  
common to all  
display cabinets.



- 1. Light Fixtures** - located on both sides of cabinet. Illuminate to enhance food product visibility.
- 2. Perforated Display Shelves** - provide operator with the ability to merchandise food products for maximum visual impact. Removable for easy cleaning.
- 3. Evaporator** - is a cavity located inside the appliance's base. Independently controlled, non-immersed water heaters control water vapor temperature, which directly controls food temperature. To ensure proper operation, fill with water to the fill line.  
**Note:** You can speed warm-up by using hot water to fill evaporator. Do not use water that is hotter than the desired food temperature.
- 4. Power Switch** - provides voltage to cabinet circuitry.
- 5. Control panel** - Enables you to program food temperature and food texture. Escutcheon is removable for servicing or replacing microprocessor.
- 6. Magnetic Door Latch** holds door securely closed. To open door more easily, grasp handle well above or below latch location.
- 7. Food chamber** - holding cavity where the dual heat system combines to create the perfect holding environment.
- 8. Trough** collects moisture that condenses on door.
- 9. Name Plate** identifies model number and serial number (important for servicing and ordering parts), voltage, power, and electrical information. **Electrical Requirements Label** identifies that appliance is for use with an individual branch circuit only.
- 10. Drain Cap** is removable for draining water from evaporator.

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1. **Power Switch** controls electrical power to the appliance.
2. **Digital LED Readout** shows current cabinet temperature(s). The default temperature display is the temperature of the water in the evaporator. To view current air temperature, press a Food Texture arrow button. The actual air temperature will display for five seconds. If an arrow button is pressed again within that five seconds, the set point will display (for another five seconds), enabling you to change set points. When either of the five second intervals has passed, default evaporator temperature will be displayed.
3. **Food Temp Keys** control the temperature of the water in the evaporator, which directly controls the temperature of the food being held. Temperature range is 90 to 180°F (32 to 82°C).
4. **Fahrenheit/Celsius (°F/°C) Button** is used to switch appliance display between Fahrenheit and Centigrade temperature scales.

On older models, simply press button to switch from one mode to the other.

Newer models enable you to program the default temperature display scale. Pressing the °F/°C key during power up will toggle this scale.

During warm up this display will show the changing Food Temp inside of the cabinet until the selected temperature is achieved.

5. **Food Texture Keys** control the air temperature within the food chamber, which controls the rate of moisture evaporation from the food. The temperature scale indicates the temperature value added to the food temperature setting. A texture setting at or near the food temp setting will provide a moist texture. Elevating the texture setting will deliver a progressively drier and crisper texture.

The actual temperature inside the appliance is the Food Temp setting plus the Food Texture setting (for example, a Food Temp setting of 140°F (60°C), plus a Food Texture setting of +15 equals an actual cabinet temperature of 155°F (74°C). For detailed guidelines on settings, see chart on [page 9](#).

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## daily operating procedures

### **⚠️ WARNING**

#### **Contamination Hazard**

Can cause serious illness.

Clean appliance prior to first use, to remove traces of industrial chemicals and oils.

Prior to using appliance for the first time, please perform the daily cleaning procedure listed on [pages 10 and 11](#).

### **⚠️ CAUTION**

#### **High Temperature Hazard**

Can cause damage to appliance.

Do not allow evaporator to run dry.

Please make certain evaporator has an adequate supply of water prior to turning on power switch.

1. Set appropriate food temperature using the **FOOD TEMP** buttons (set in accordance with local health codes). Set desired texture (from moist to crisp) using the **FOOD TEXTURE** buttons. See reference chart on [page 9](#) for suggested settings.
2. Fill evaporator with water until equal to or slightly above the fill line marked in the evaporator.

**NOTE:** For locations with hard water, add 1 tablespoon (15ml) of white vinegar or lemon juice to water to help minimize scale buildup. Please consider contacting your local water authority to obtain advice on possible water treatment to protect the appliance. Some water supplies are high enough in chemical content to be capable of damaging stainless steel (if used untreated). The evaporation process can concentrate the chemicals in the water to a level which could cause a damaging reaction with the stainless steel. If you are using the optional automatic water fill with your appliance, and water is of unknown quality, please make the water connection via a deionizer/demineralizer. **Failure to do so could void the warranty!**

3. Toggle **Power Switch** on. Allow 30 minutes for warm-up.
4. Insert food.
5. Adjust **FOOD TEMP** or **FOOD TEXTURE** dials as needed to achieve desired food quality.

**KEEP DOOR(S) CLOSED WHEN NOT IN USE.** If food temperature becomes too low during serving period, increase **FOOD TEMP** setting by 10-20°F (11-17°C) to maintain desired food temperature.

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Food Holding Reference Chart		
Product	Food Temp	Food Texture
<b>Soft moist foods</b> Bakery, meats, fish, chicken, etc.	140°F (60°C)	+10°F (6°C)
<b>Firm moist foods</b> Finger foods, baked potatoes, etc.	140°F (60°C)	+15-30°F (8-17°C)
<b>Crisp dry foods</b> Crispy fried chicken, french fries, etc.	140°F (60°C)	+50-60°F (28-33°C)

**NOTE:** 1. *The actual temperature of crisp dry foods may substantially exceed optimal serving temperatures, making it necessary to reduce the **FOOD TEMP** setting as much as 20-30°F (11-17°C) to obtain the desired temperature.*

2. *Total Food Texture (air temperature) setting equals the addition of the **FOOD TEMP** and **FOOD TEXTURE** settings. For example, a **FOOD TEMP** setting of 140°F (60°C) and a **FOOD TEXTURE** setting of +10°F (+6°C) is equal to an evaporator temperature of 140°F (60°C) and an air temperature of 150°F (66°C) (140+10°F (60+6°C)).*

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## daily cleaning

### Required Cleaning Accessories & Supplies

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

## ⚠ DANGER

### Electrical and Burn Hazard

Can cause serious injury or death.  
Do not attempt to install or service this appliance unless you are a licensed electrician or trained servicer.

**This appliance utilizes high voltage electrical systems, high temperature heating systems, and hot water vapor. If used improperly, any of these hazards are capable of causing serious injury or death. To avoid the potential for an accident, please have appliance installed by a licensed electrician, and serviced only by trained servicers. Please make this page available to the servicer.**

## ⚠ DANGER

### Electrical Hazard

Can cause serious injury or death.  
Disconnect appliance and contact licensed electrician or trained servicer.

**If an electrical shock is felt during operation or cleaning, unplug appliance and have it serviced before placing back into service.**

## ⚠ WARNING

### Contamination Hazard

Can cause serious illness or damage to appliance.  
Clean appliance daily to avoid potential contamination hazard.

**Ensure safe operation by cleaning appliance daily. Failure to do so can allow harmful deposits to develop, increasing the potential for food contamination, and endangering your customers.**

## ⚠ CAUTION

### Corrosion Hazard

Can cause damage to appliance.  
Clean appliance daily to avoid potential corrosion damage.

Clean evaporator daily to prevent chlorides (salts) from accumulating. Chlorides can cause the evaporator tank to corrode, to the extent that leaks can occur. Leaks caused by corrosion, which is caused by a failure to clean daily, are not covered under the manufacturer's warranty.

## ⚠ WARNING

### Contamination Hazard

Can cause serious illness.  
Clean appliance prior to first use, to remove traces of industrial chemicals and oils.

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

## daily cleaning procedure

### CAUTION

#### **Burn Hazard**

Can cause injury.

Allow 30 minutes for appliance to cool before attempting to clean.

Before each cleaning procedure, disconnect appliance from its electrical power source and allow to cool for at least one half hour with door(s) open.

1. Place empty pan under drain cap, remove cap and allow evaporator to drain.
2. Remove and clean shelves and racks using a food-grade germicidal agent. Rinse and dry.
3. Spray food chamber and evaporator with a food grade germicidal detergent.
4. Wipe inside surfaces to remove all food deposits.
5. Clean glass surfaces with food grade glass cleaner.
5. Inspect for scale build-up in the evaporator. If present, apply descaling agent. Read ALL warnings and follow directions listed on descaling agent package.

6. Inspect heating elements (if exposed). The elements are stainless steel. If cleaning is needed, scrub with Teflon™ or nylon bristle brush to remove heavy food particles. Further cleaning may be done with a plastic scouring pad and alkaline based cleansers. **DO NOT** use wire brushes, scrapers, steel wool pads or chloride based cleansers. Follow cleanser manufacturer's instructions for use on stainless steel. Rinse well with clean water and wipe immediately.

7. Rinse all inside surfaces, including evaporator, and dry with clean towel.

### WARNING

#### **Electrical Hazard**

Can cause serious personal injury or damage to appliance.

Avoid spraying appliance exterior or controls with water.

**Do not spray outside of appliance or controls with water.**

8. Verify O-ring is on drain pipe, replace drain cap, and refill evaporator.
9. Replace shelves and racks.
10. Reconnect appliance to electrical power and make ready for use.

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## troubleshooting

We know how frustrating and costly it can be when a critical piece of equipment is down for repairs. It is our goal to minimize service disruptions, to get you back up and operating in the shortest time possible.

We carefully analyze all service calls. This analysis helps us to improve our manufacturing processes, and reduces product service issues. Generally speaking, most equipment failures can be attributed to the following three causes:

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

Please refer to the Troubleshooting Chart on the next page for common problems and solutions. If the problem you're experiencing isn't listed, or if the standard solution fails to

resolve your problem, you will need a qualified servicer to diagnose and repair the problem.

If your equipment is still under warranty, or you are uncertain whether or not warranty is still in place, please call Winston Customer Service at 1-800-234-5286 (or 502-495-5400). Our friendly staff will help you verify coverage, and if under warranty, will arrange for a servicer to call on you.

If your equipment is no longer under warranty, you can call our Customer Service line at 1-800-234-5286, or visit our website at **www.winstonind.com**, and click the Service tab to locate an authorized servicer near you.

In order to expedite service, please have the complete model and serial number (found on the appliance's identification tag) on hand when you contact us.

**Service parts may be purchased directly from the factory online.**  
Visit **www.winstonind.com**

**Please have the following information on hand when contacting Winston Industries regarding product service.**

1. Model \_\_\_\_\_ Serial # \_\_\_\_\_  
(located on name plate)
2. Your name \_\_\_\_\_
3. Company name \_\_\_\_\_
4. Company address \_\_\_\_\_  
\_\_\_\_\_
5. Company phone \_\_\_\_\_
6. Type of problem \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## troubleshooting

TROUBLE	FAULT CODE
Digital display fails to light.....	A
Flooding/leaking water .....	C, H, I
Food drying out .....	B, E, F, H
Food excessively moist.....	D, G
Food not hot enough.....	E, G, H
Food too hot.....	D, F
Injury or accident.....	J

FAULT	CORRECTION
A. Circuit breaker tripped.....	Adjust
Fuse blown.....	Replace
Power cord not plugged in .....	Plug in
Faulty cordset.....	Call servicer
Faulty power switch .....	Call servicer
B. Evaporator (water) tank empty.....	See <a href="#">page 8</a>
C. Drain pipe o-ring defective or missing .....	Replace
D. Food Temp setting too high .....	See <a href="#">page 8</a>
E. Food Temp setting too low.....	See <a href="#">page 8</a>
F. Food Texture setting too high .....	See <a href="#">page 8</a>
G. Food Texture setting too low.....	See <a href="#">page 8</a>
H. Door gasket defective .....	Replace
I. Drain cap defective or missing.....	Replace
J. Injury or accident.....	Administer first aid. If necessary, call 911 for emergency assistance. Then contact Winston at 1-800-234-5286

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## troubleshooting

### **DANGER**

#### **Electrical Hazard**

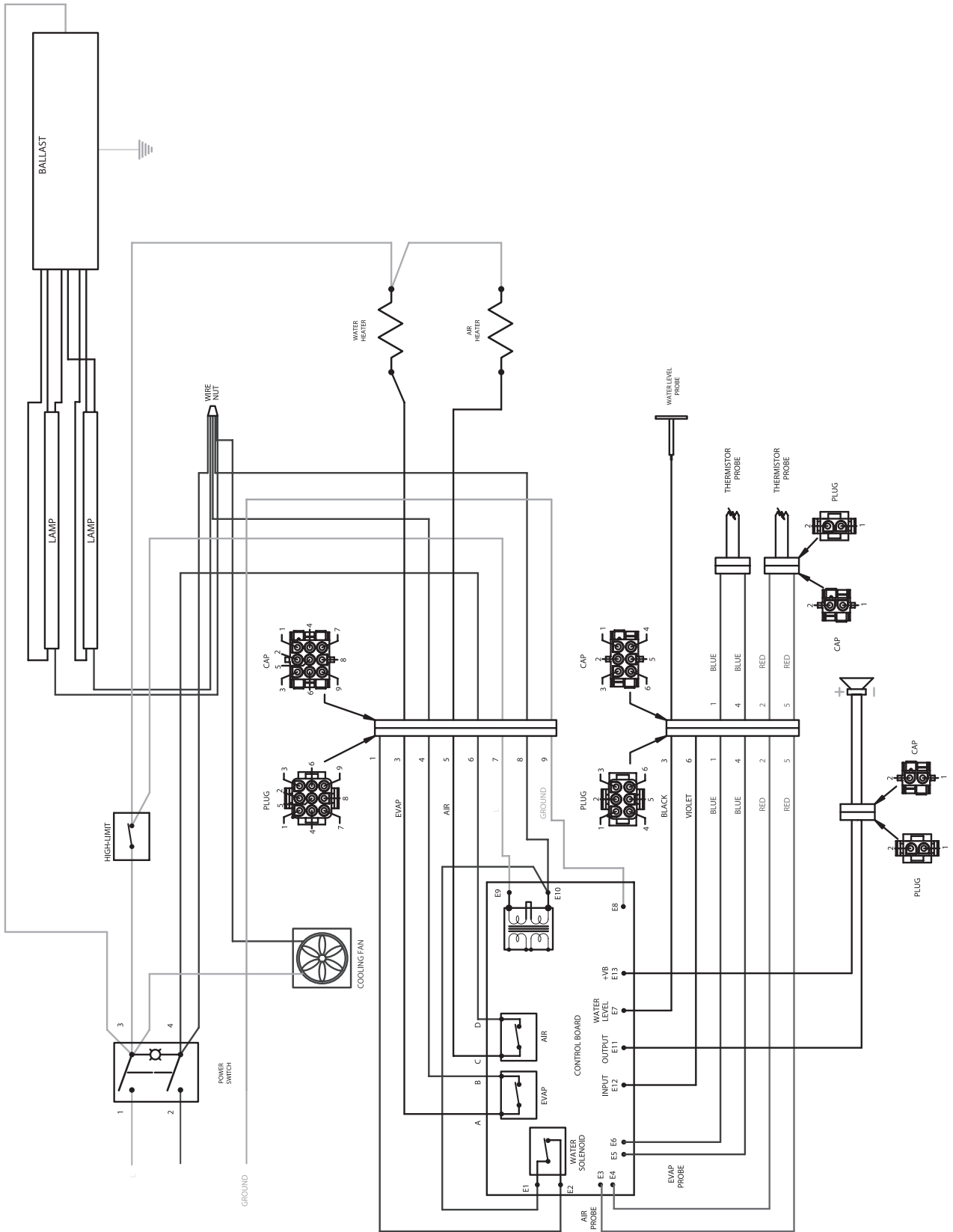
Can cause serious injury or death.

Do not attempt to install or service appliance unless you are a licensed electrician or trained servicer.

**This appliance utilizes high voltage electrical systems, high temperature heating systems, and hot water vapor. If used improperly, any of these hazards are capable of causing serious injury or death. To avoid the potential for an accident, please have appliance installed by a licensed electrician, and serviced only by trained servicers. Please make this page available to the servicer.**

<u>SERVICE PARTS</u>	<u>PART NO.</u>	<u>SERVICE PARTS</u>	<u>PART NO.</u>
Air heater kit	PS2623	Heater, evap	PS2624
Ballast	PS2621	Heater, water 120V	PS2698
Controller, 120V	PS2832	Motor 120V	PS2872
Controller, 230V	PS2870	Power cord	PS1548
Door gasket	PS2622	Probe, air	PS2255
Drain cap asm	PS1654	Probe, water	PS2440
Glass display	PS2637	T-Stat, high limit	PS2199
		Power Cord	PS1548

## circuit diagram - MGB series



Includes all MGB Series Models

# Cvap<sup>®</sup> display cabinet

## 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, supplies, evaporators, supply items (including but not limited to: gaskets, brushes, filter paper, cleansers, etc.), 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 PURCHASER, AND IS NOT COVERED BY THIS WARRANTY. PRODUCTS MUST NOT BE INSTALLED IN LOCATIONS EXPOSING THEM TO EXCESSIVE HEAT SOURCES, AMBIENT TEMPERATURES ABOVE 100°F, OR CONTAMINATES DETRIMENTAL TO THE APPLIANCE COMPONENTS (SUCH AS CAUSTIC SOLUTIONS, HIGH MOISTURE, WATER OR GREASE LADEN VAPORS NEAR ELECTRONIC COMPONENTS, ETC.).

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.

4272V089 Rev 8  
11/05/09

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

# CVap<sup>®</sup> display cabinet

## terms & 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.

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

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All sales subject to Company's Terms and Conditions

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*Includes all MGB Series Models*

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