



# TERMS & CONDITIONS OF SALE

## TERMS OF SALE

### ORDER ACCEPTANCE:

All orders must be in writing and are subject to acceptance by SELLER at its principal office.

### PAYMENT:

Payment is due net thirty (30) days from date of invoice.

### PRICES:

Prices are based on products made to SELLER'S standard manufacturing tolerances. Prices of products are subject to change prior to shipment. SELLER reserves the right to change prices on Buyer's orders to those prices in effect at time of shipment.

### FREIGHT ALLOWANCE:

Prices are Ex-Works SELLER's dock, freight allowed on any single purchase order of \$12,000 or more (if the order is solely for parts or if the order is solely for products consisting of equipment and accessories), via lowest common carrier to nearest freight station within continental U.S.A. In addition, Prices are Ex-Works SELLER's dock, freight allowed for multiple orders of less than \$12,000 (if the orders are solely for parts or if the orders are solely for products consisting of equipment and accessories) for which the Buyer schedules consolidation into one shipment equal to or greater than \$12,000 on the same day to one freight station within continental U.S.A. If special routing is requested for such a purchase order of \$12,000 or greater (contract haul, requested flatbed delivery, appointment to meet a crane, etc.), Buyer will be assessed a charge for the difference between such routing and normal minimum freight charge to such point. A purchase order less than \$12,000 or which doesn't meet the \$12,000 criteria or a purchase order that meets the \$12,000 criteria but with shipments to multiple ship-to locations will be shipped Ex-Works SELLER's dock, no freight allowed. Buyer will pay ALL costs associated with the shipment of parts and any orders that are shipped via air freight or expedited delivery. Shipments to destinations outside of the continental U.S.A. will incur charges for the additional cost of transport beyond the U.S.A. border.

### DELIVERY:

Any delivery dates which may be indicated herein are estimates only and are not guaranteed.

Unless otherwise agreed, delivery shall be Ex-Works SELLER's dock. As to those products for which SELLER maintains manufacturing facilities in different locations, the point of manufacture will be at SELLER's discretion. SELLER shall be excused for any delay in deliveries or other performance failures due to acts beyond its control, including, but not restricted to, Acts of God or of the public enemy, acts of the Government of the United States or another country, including any preference priority or allocation order, or of any state, territory or possession thereof of any political subdivision or authority or representative of any of them, strikes, lockouts or labor troubles, embargoes, fires, floods, epidemics, quarantine restrictions, explosions, sabotage or other catastrophes or serious accidents, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to any such causes.

### CREDIT APPROVAL:

If, during the performance hereof, the financial responsibility of Buyer is determined at the sole discretion of SELLER's Credit Department to be unacceptable or if Buyer fails to make any payments in accordance with the terms hereof, then in any such event, SELLER may defer or decline to make any shipments hereunder except upon receipt of satisfactory security or cash payments in advance or SELLER may terminate this order without further obligations of SELLER to Buyer.

### TAXES:

Any direct or excise tax which may now or hereafter be imposed by any governmental unit upon the manufacture, sale, or delivery of the goods covered by these terms and conditions may be added by SELLER to the purchase price of such goods, and if so added, shall be paid by the Buyer.

### PATENTS:

If any product shall be manufactured and/or sold by SELLER to meet Buyer's particular specifications or requirements, and is not part of SELLER's standard line offered by SELLER to the trade generally, Buyer agrees to indemnify SELLER and hold it harmless from liability, as well as from all costs and expenses, in the event of any claim of patent infringement, whether direct or contributory, arising out of the manufacture of sale of such product, so long as the infringement or claimed infringement does not arise from the combination of the product with anything not provided by SELLER and Buyer promptly notifies SELLER of any such claim and fully cooperates with SELLER.

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#### CANCELLATION OF ORDER:

Partial or total cancellations of this order by Buyer may be made only upon SELLER's written consent and on condition that SELLER shall be promptly paid an amount determined by SELLER to reimburse it for the costs, losses and expenses resulting from such cancellation. In addition, if Buyer does not release products for shipment within a reasonable time after the date of their manufacture or assembly, SELLER may cancel the order and Buyer agrees to promptly pay SELLER an amount determined by SELLER as liquidated damages and not a penalty, up to twenty percent of the price of the products, to reimburse SELLER for its costs and losses.

#### RETURN GOODS:

No products shall be returned without SELLER's written permission. Products authorized in writing for return shall be subject to handling and restocking charges determined by SELLER and transportation costs, which Buyer agrees to promptly pay.

#### PRODUCT CHANGES:

SELLER reserves the right to change specifications, design and material in the interest of product improvement, without incurring obligation to the Buyer. The terms and conditions of an order, which shall include these terms of sale, shall constitute the sole and exclusive agreement between SELLER and Buyer. No waiver of any provision hereof shall constitute a waiver of any other breach or of such provision. Buyer shall comply with all applicable laws, including all export-related laws. The internal laws of the State of Georgia, USA, shall apply.

#### CLAIMS:

Risk of loss or damage shall in every case pass to Buyer at SELLER's dock. SELLER shall have no responsibility for any claimed shortages or damages. Buyer must (I) notify SELLER of shortages or damages within ten (10) days after receipt of the product; (II) notify agent or carrier within such time of shortage or damage; and (III) file claim with the carrier for the damage or shortage claimed.

#### WARRANTIES:

SELLER's standard published catalog products warranty ("Warranty"), which is subject to the exclusions and limitations stated in the Warranty, applies to the products and is incorporated into these terms of sale and SELLER's performance of the Warranty is the exclusive remedy of BUYER. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, RELATED TO THE GOODS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER

SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING ANY LOSS OF PROFIT, AND SELLER'S LIABILITY FOR DIRECT DAMAGES IS LIMITED TO THE AMOUNT PAID BY THE BUYER FOR THE PARTICULAR ITEM OR PART INVOLVED. SELLER OFFERS A NON-TRANSFERABLE OPTIONAL EXTENDED 3- OR 4-YEAR EXTENDED COMPRESSOR WARRANTY IN THE US AND CANADA FOR AN ADDITIONAL COST.

### TERMS AND CONDITIONS

1. All orders must be in writing. Manufactured-to-order production will not commence unless a written order is provided.
2. Tax Exemption Certificates must be provided for ship-to designated states, or applicable taxes will be added to invoice.
3. Three or Four-Year Extended Compressor Warranty (Optional and subject to terms):
  - Available within the boundaries of the United States of America, its Territories and Possessions, and Canada, and is not assignable.
  - Replacements through authorized compressor distributors only.
    - within the period of the Warranty - warranty by distributor.
    - three or four years after end of period of the Warranty - supply proof-of-purchase of new compressor to Heatcraft Refrigeration Products Warranty Claims for reimbursement.

## TERMS & CONDITIONS OF SALE

### ORDERS IN-WARRANTY REPLACEMENT

In those instances where it is necessary for our customers to place in-warranty orders, some standard information must be provided when the order is placed with the Customer Service Specialist, or with Warranty Claims personnel.

- Complete model and serial number of unit involved.
- Original purchaser of equipment, original invoice number or acknowledgment number. If information is not available, further research will be necessary to validate warranty.
- Start-up date of the equipment involved.
- Failure date of the part which is being replaced.

In those instances where the defective item was a stock replacement, the model and serial number of the original unit are not required. Service parts for products out-of-original warranty are warranted for a period of one (1) year from date of original installation or eighteen (18) months from date of shipment by SELLER.

At the time the order is placed with the Customer Service Specialist, a determination will be made if the defective material should be returned.

An invoice will be issued to the customer for the replacement material with a notation concerning if the material can be "field scrapped" or if return to the plant of manufacture is required.

Warranty Claims will process a credit memo offsetting the amount of the invoice, plus any surface freight charges. The warranty in effect for equipment and/or parts does not cover the cost of special freight terms.

### SERVICE POLICY AND IN-WARRANTY FIELD REPAIR

#### Service Policy

The following outline of the Service Policy of SELLER is a complete explanation as to the purpose and administration of the policy.

Field Service Engineers are available for troubleshooting problems related to SELLER's manufactured products only. All requests for on-site assistance in diagnosing service problems will be scheduled at the discretion of the Service Department and only after previous attempts to diagnose equipment problems through direct communications with the installing or servicing agencies have failed.

Advance notice will usually be required to arrange an on-site inspection of the equipment installation by a Field Service Engineer, if SELLER determines that is needed, and the scheduling of the on-site inspection will be subject to the Field Service Engineer's availability. A purchase order from the original customer will be requested and must be on file with the SELLER's Service Department prior to scheduling of the Field Service Engineer. If the Field Service Engineer's inspection indicates the problem is due to installation, service, misapplication, or any situation that is beyond Heatcraft Refrigeration Products' control, the SELLER will invoice the customer against this purchase order at the rate established annually by SELLER (currently, \$740.00 per day) with a two (2) day minimum charge plus all related travel, lodging, sustenance, and incidental expenses.

However, should the inspection reveal that the problem is due to deficiencies in material or workmanship by SELLER, no charges will be owed.

In the event that a Field Service Engineer is dispatched to a job site, it is mandatory that a representative of the customer and/or contractor be present at all times while the Service Engineer is on-site. Additionally, all actual service work must be performed by a qualified licensed refrigeration service technician equipped with the appropriate tools and test instruments. Advance arrangements should be made between the customer and SELLER and communicated to all of the appropriate parties. If this condition is not met, it is at SELLER's discretion as to whether the Field Service Engineer will continue with the job site inspection.

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### IN-WARRANTY FIELD REPAIR

In some cases where the SELLER believes the customer may be better served, on-the-job repair may be authorized in writing at actual cost for appropriate repair. Specific information must be provided to the Service Department including the complete model and serial number of the equipment involved along with the actual start-up date of the equipment and the name of the original customer and a breakdown of estimated costs to repair. When authorization is given by SELLER personnel, a Field Repair Authorization Number will be issued for an approved, qualified licensed technician to conduct the repairs. This number will reference the estimated costs of repairs plus all pertinent information concerning the equipment. After completion of the repairs, the original service invoice should be sent to SELLER's Field Sales Representative, along with copies of any additional documentation required. The invoice must be complete, showing SELLER as the customer, with a brief description of

all work performed, an itemized breakdown of labor and material, along with the model and serial number of the equipment. The Field Repair Authorization Number should also be noted.

When warranty coverage for repairs is expected from SELLER, the repairs should never be performed without prior written authorization from the Service Department (except during periods of extenuating circumstances which may preclude prior contact). In those instances when field labor is performed without the Service Department's prior written approval, reimbursement may, or may not be allowed. Our normal policy for reimbursement is by credit memo to the original purchaser. Repair or replacement of the product in these instances shall be the sole responsibility of the customer in each case. Repairs to products determined to be beyond the Standard Warranty period will be at the discretion of the customer or end user.

### RECAP OF RETURNED GOODS POLICY FOR FIELD DISTRIBUTION

#### Returned Goods Policy

- **Contact your Sales Representative or the Warranty Claims Department for prior authorization. No product will be accepted for credit without a properly completed authorization tag. The Return Material Authorization (RMA) Number must be marked clearly on the outside of the carton and a copy of the RMA should accompany the returned material.**
- **MANUFACTURED-TO-ORDER (NON-STOCK) UNITS ARE NOT ELIGIBLE FOR RETURN.**
- Goods requested to be returned for restock to Heatcraft Refrigeration Products' inventory must be in a new, unused, and salable condition, in the original cartons, and less than one year from the original invoice date.
- If an item has been field scrapped, no RMA is needed.
- Warranted units and/or parts found to be defective upon Seller's examination will be repaired or replaced. Heatcraft Refrigeration Products will require the following:
  - Complete model and serial number of the unit.
  - Start-up date of unit and failure date of unit.
  - Original invoice or acknowledgment number along with the original equipment purchaser's name.
- If an advance replacement is needed, contact your Customer Service Specialist.
- Goods must be returned prepaid (unless authorized otherwise) within 60 days of date on RMA. Failure to return goods within sixty (60) days may result in:
  1. Refusal of materials.
  2. Loss of credit.

## CATALOG PRODUCTS WARRANTY

### STANDARD WARRANTY

Seller warrants to its direct purchasers that Products, including Service Parts, shall be of a merchantable quality, free of defects in material or workmanship, under normal use and service for a period of one (1) year from date of original equipment start-up, or eighteen (18) months from date of shipment by Seller, whichever first occurs. This warranty runs to only the original purchaser of equipment or part. Any Products covered by this warranty found to Seller's satisfaction to be defective upon examination at Seller's factory will at Seller's option, be repaired or replaced and returned to Buyer via lowest common carrier Ex-Works Seller's dock. This is buyer's sole and exclusive remedy and, except as provided in the next sentence, seller's sole and exclusive liability in connection with the warranty. Or Seller may, at its sole option, grant Buyer a credit for the purchase price of the defective Product. Buyer must prepay all costs for transportation of Products to Seller's factory.

Seller shall have no liability for expenses incurred for repairs made by Buyer except by prior, written authorization. Any claim under this warranty shall be made to Seller in writing within the warranty period specified above – otherwise such claim shall be deemed waived. Seller shall have no warranty obligation whatsoever if its products have been subjected to alteration, misuse, negligence, free chemicals in system, corrosive atmosphere, accident, or if operation is contrary to Seller's or manufacturer's recommendations, or if the serial number has been altered, defaced, or removed.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS, AND ALL OTHER OBLIGATIONS OR LIABILITIES OF SELLER ARE HEREBY DISCLAIMED.

### ADDITIONAL WARRANTIES:

The Standard Warranty specified above applies to all Products and Service Parts unless modified by the following:

#### THERMO-FLEX™ OR FLOATING TUBE™ DESIGN COIL

Seller warrants the Thermo-Flex/Floating Tube Design Coil of the "BM", "BH", "CM", "CH", "HM", "HH", "MM", "ML" or "LH" series of Unit Coolers; coil section of the "BLV", "BDVS", "BBV", "JLD", "JDDS", "JBD", "BDT", "BDN", "BDS", "BDB", "BZT", "BZN", "BZS", "BZB", "CDD", "CDDS", "CDT", "CDN", "CDS", "CZT", "CZN", "CZS", "HDD", "HDDS", "HDT", "HDN", "HDS", "HZT", "HZN", "HZS", "LDV", "LDVS", "LDD", "LDDS", "LDT", "LDN", "LDS", "LZT", "LZN", "LZS" condensing units; and coil section of the "BN", "CN", "HN" or "LN" models of Air-cooled Condensers for a period of five (5) years from shipping date, in the event of any documented and verified (by Seller's representative) leaks in the coil tubes containing refrigerant at the point of and caused by tube contact with the end or center coil support sheets.

Seller will also reimburse the replacement cost of lost refrigerant for a period of five years from the date of shipment from leaks specifically caused by the reasons stated above. The replacement cost will be limited to one full system charge. The warranty specifically excludes leaks at header and weld joints, split tubes or leaks caused by failure to operate the product in accordance with published guidelines for operation and installation of equipment. The cost of replacement refrigerant will be limited to Seller's indexed nationwide average of refrigerant cost per pound. The warranty excludes any fines/fees related to refrigerant leaks.

#### Air-cooled CONDENSERS "BN", "CN", "HN", "LN" or "NRG" Models

Seller warrants Air-cooled Condensers "BN", "CN", "HN", "LN" or "NRG" Models for a period of two (2) years from date of original installation, or 30 months from the date of shipment by Seller, whichever first occurs.

#### Optional EC Condenser Fan Motors EC Motors

Five (5) Blade motor assemblies - for a period of three (3) years from date of original installation, or forty-two (42) months from date of shipment by Seller, whichever first occurs.

#### Unit Cooler EC Fan Motors

Seller warrants EC Motors for a period of two (2) years from date of original installation, or thirty (30) months from date of shipment by Seller, whichever first occurs.

#### Beacon II™ CONTROL SYSTEMS, Quick Response Controller (QRC) & IntelliGen™ Controller

Seller warrants the Beacon II™ Control System, Quick Response Controller and IntelliGen™ Controller parts for a period of three (3) years from the date of original installation, or forty-two (42) months from the date of shipment by Seller, whichever first occurs.

## CATALOG PRODUCTS WARRANTY

### ■ ADDITIONAL WARRANTIES:

#### **PRO<sup>3</sup> PACKAGED REFRIGERATION SYSTEM:**

Seller warrants the PRO<sup>3</sup> Packaged Refrigeration System for a period of two (2) years from date of original installation, or thirty (30) months from date of shipment by Seller, whichever first occurs.

#### **HYPERCORE™ Microchannel Coil**

Seller warrants the Hypercore™ Microchannel Condenser Coil for a period of two (2) years from date of original installation, or thirty (30) months from date of shipment by Seller, whichever first occurs.

#### **SMART DEFROST KIT™**

Seller warrants the Smart Defrost Kit™ for a period of two (2) years from date of original installation, or thirty (30) months from date of shipment by Seller, whichever first occurs.

LG Scroll Compressors Seller warrants the LG Scroll Compressors for a period of two (2) years from date of original installation, or thirty (30) months from date of shipment by Seller, whichever first occurs.

#### **MOTOR COMPRESSORS:**

Motor compressor replacements or exchanges shall be made through the nearest authorized wholesaler of the motor compressor manufacturer (not at Seller's factory) and no freight shall be allowed for transportation of the motor compressor to and from the wholesaler. The replacement motor compressor shall be identical to the model of the motor compressor being replaced. Additional charges which may be incurred throughout the substitution of other than identical replacements are not covered by this warranty. An optional, non-assignable, three (3) or four (4) year extended compressor warranty may be purchased for extra cost within the boundaries of the United States of America, its territories and possessions, and Canada. With this extended compressor warranty, replacements are administered by an authorized compressor distributor

only. Replacements within the time period of the standard Warranty (as modified in some instances as stated above) are available through the distributor; for the remaining years, the purchaser must submit a proof-of-purchase of a compressor and supply it to Heatcraft Warranty Claims for reimbursement.

#### **THIS WARRANTY SHALL NOT APPLY:**

1. When this equipment or any part thereof is damaged by accident, fire, flood, act of God, alteration, abuse, misuse, tampering, when the original model and serial number plate has been altered, defaced, or removed or used other than the recommended application by Seller.
2. When this equipment or any part thereof is subject to operation on low, high or improper voltages. Low and high voltage is defined as more than a 5% drop below or 10% higher than name plate voltage ratings for single phase equipment or more than 10% drop below or 10% higher than name plate voltage for three phase equipment. NOTE: Proper field supply voltage to the equipment is the responsibility of the owner (end user).
3. To equipment with final destinations unknown to seller as indicated on the original sales order.
4. To labor cost for repair or replacement of parts.
5. To special or expedited freight or shipping charges or to customs duties to any country.
6. If the Warranty holder fails to comply with all the provisions, terms and conditions of this Warranty.

Parts replaced under this Warranty are warranted only through the remainder of the original Warranty.

Extended Service Agreements are provided by a third party not affiliated with Seller. The services provided by the third party are subject to the terms and conditions of the Extended Service Agreements and Seller is not responsible for those services or the third party's performance of its obligations.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT SELLER SHALL NOT BE LIABLE TO BUYER, OR ANY CUSTOMER OF BUYER, FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, ADDITIONAL LABOR COSTS, LOSS OF REFRIGERANTS OR FOOD PRODUCT, OR ANY INJURY TO PERSON OR PROPERTY CAUSED BY DEFECTIVE MATERIAL OR PARTS OR FOR ANY DELAY OR MISPERFORMANCE IN THE PERFORMANCE DUE TO CAUSES BEYOND ITS CONTROL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE BY BUYER OR THIRD PARTIES OF THE PRODUCTS. SELLER'S MAXIMUM LIABILITY FOR DIRECT DAMAGES IS LIMITED TO THE AMOUNT PAID BY THE BUYER FOR THE PARTICULAR ITEM OF EQUIPMENT OR PART INVOLVED.

**NOTE:** IN THE CONSTANT EFFORT TO IMPROVE OUR PRODUCTS, WE RESERVE THE RIGHT TO CHANGE AT ANY TIME SPECIFICATIONS, DESIGN, OR PRICES WITHOUT INCURRING OBLIGATION.

**Q: What is Heatcraft Refrigeration's standard warranty?**

A: All units sold by Heatcraft Refrigeration Products are covered under the standard catalog warranty. The basic terms of the standard catalog warranty is as follows: Products warranted for one year from date of original installation, or eighteen (18) months from date of original shipment, from Heatcraft Refrigeration Products, whichever occurs first.

Replacement parts used on equipment past warranty terms are warranted for 1 year from date of installation. View Catalog Products Warranty section for more detailed information.

**Q: How do I know if my Heatcraft Refrigeration unit is in warranty?**

A: Contact Heatcraft Refrigeration Product's warranty department at (800) 537-7775 with the model and serial number of the equipment that was serviced along with the equipment's original installation date.

**Q: How do I submit a warranty claim?**

A: Warranty claims should be submitted to the original purchaser of your Heatcraft Refrigeration Products equipment. If assistance is needed to identify the equipment's original purchaser, you can contact Heatcraft Refrigeration Product's warranty department at (800) 537-7775 with the model and serial number of the equipment that was serviced.

**Q: How do I get a warranty claim form?**

A: Heatcraft Refrigeration Product currently does not have a warranty claim form. Instead, all warranty claims for Heatcraft equipment are processed through the original purchaser of the equipment serviced.

**Q: How do I return material (defective/new and unused)?**

A: The original purchaser must receive written permission from Heatcraft Refrigeration Products to return the product. Contact the Heatcraft Field Sales Representative or a Heatcraft Refrigeration Product's warranty representative at (800) 537-7775.

**Q: Who do I contact to service my Heatcraft Refrigeration equipment?**

A: Heatcraft Refrigeration Products does not have authorized service contractors. A qualified refrigeration service contractor of your choice is permitted to service Heatcraft equipment as needed. All service contractors should contact Heatcraft Refrigeration Products warranty department to confirm warranty status prior to beginning any service related work.

**Q: How do I get an "in-warranty" replacement part?**

A: You can contact Interlink Parts for in-warranty replacements using one of the following:

By phone at (800) 686-7278 between the hours of 7:30 AM to 4:30 PM Central Time or by email at [interlinkparts@heatcrafttrpd.com](mailto:interlinkparts@heatcrafttrpd.com)

**Q: How do I locate an authorized Heatcraft Refrigeration wholesaler?**

A: You can locate authorized Heatcraft Refrigeration Products parts wholesalers in your area by using one of the following:

By contacting a Heatcraft Refrigeration Products Customer Service Representative at (800) 537-7775 between the hours of 8:00 AM to 5:30 PM Eastern Time or by clicking one of the various wholesaler links found on Heatcraft Refrigeration Products Warranty Webpage.

**Q: How can I check the status of a warranty claim once submitted?**

A: You can contact Heatcraft Refrigeration Product's warranty department at (800) 537-7775. Make sure to have your Heatcraft equipment serial number handy for reference purposes.