

WARRANTY

SALES TERMS

Warranty valid only in USA and Canada

PRICES & SPECIFICATIONS

Beverage-Air reserves the right to change the price and specifications of the equipment and/or material without notice. Prices are f.o.b. plant of manufacture.

Cancellation

Buyer may cancel its order, reduce quantities, revise specifications, or extend schedules only by mutual agreement as to reasonable and proper cancellation charges which shall take into account expenses already incurred and commitment made by seller, and buyer shall indemnify seller against any loss.

Freight Class

All Beverage-Air products ship under 100-110 freight classification.

Customer's Freight Damage Procedure

Before signing the carrier's freight bill the customer should do the following:

Visible Damage:

- Inspect shipment for any damage. If you see damage or feel there may be concealed damage, mark the carrier's copy of the freight bill "damaged".
- If there is damage to your shipment, action must be taken by you to notify the carrier within 48 hours of receipt. A freight claim must be filed with the carrier and an inspection scheduled by the carrier. It is the duty of the carrier to give you a written report upon notification. (VISIBLE AND CONCEALED).
- For visible damage do not accept delivery unless the condition is noted on your copy of the freight bill and signed by the driver.

Concealed Damage:

4. If the damage is concealed, notify the carrier within 48 hours by phone and in writing. Ask them to send their agent to complete an inspection report. Retain all cartons and merchandise for inspection. It is critical that the customer take the above actions

Return Of Product

EQUIPMENT - Prior Authorization must be granted by Beverage-Air before equipment can be returned for credit. Returns will only be authorized within 90 days of invoice date. Return authorizations are valid for 60 days. Equipment approved for return is subject to a 25% restocking charge. Returned equipment must be shipped freight pre-paid, packed in original carton, and received in good condition.

PARTS - Prior Authorization must be granted by Beverage-Air before parts can be returned for credit. Returns will only be authorized within 30 days of invoice date. Return authorizations are valid for 60 days. Parts approved for return are subject to a 25% restocking charge. Returned parts must be shipped freight prepaid, in the original packaging, and received in good condition.

ONE (1) YEAR PARTS AND LABOR WARRANTY (H - MODELS CARRY 18 MONTHS WARRANTY):

Beverage-Air Corporation warrants to the original purchaser of Beverage-Air branded equipment, including all parts thereof, that such equipment is free from defects in material and workmanship, under normal use and service as indicated by Beverage-Air installation and operation instructions, for a period of one (1) year (18 months for H - models) from the date of installation, or twenty-four (24) months (30 months for H - models) from the date of shipment from the manufacturer, whichever is earlier. For the purpose of this warranty, the original purchaser shall be deemed to mean the individual or company for whom the product was originally installed. Our obligation under this warranty shall be limited to repairing or replacing, including labor, any part of such product, which proves thus defective. Beverage-Air reserves the right to examine any product claimed to be defective. If after review by Beverage-Air, the product is not deemed defective, Beverage-Air reserves the right to deny payment for repair and labor. The labor warranty shall be for self-contained units only and for standard straight time, which is defined as normal service rate time, for service

performed during normal working hours. Any service requested outside of a servicer's normal working hours will be covered under this warranty at the normal rate and any additional overtime rate will be the responsibility of the equipment purchaser.

Any part determined to be defective in the product should be returned to the company within thirty (30) days under the terms of this warranty and must be accompanied by a record of the cabinet model, serial number, and identified with a return goods authorization number issued by the manufacturer.

Special installation/applications are not covered by this warranty. Any installation that requires extra work to gain access to the unit for service to the unit is the sole responsibility of the equipment purchaser.

Improper operation resulting from factors, including but not limited to, low voltage conditions, inadequate wiring, and accidental damage are not manufacturing defects and are strictly the responsibility of the purchaser.

Condenser coils must be cleaned at regular intervals. Failure to do so can cause compressor malfunction and will void warranty. Although cleaning requirements may vary in accordance with the operation of various products, Beverage-Air recommends a minimum monthly cleaning.

ADDITIONAL FOUR (4) YEAR COMPRESSOR PART WARRANTY

In addition to the warranty set forth above, Beverage-Air warrants the hermetically / semi-hermetically sealed compressor (part only) for an additional four (4) years; not to exceed seventy-two (72) months (78 months for H - models) from the date of shipment from Beverage-Air, provided upon receipt of the compressor, manufacturer examination shows the sealed compressor to be defective. This extended warranty does not cover freight for the replacement compressor nor return of the failed compressor. Also, this extended compressor-part only warranty does NOT apply to any electrical controls, condenser, evaporator, fan motors, overload switch, starting relay, capacitors, temperature control, filter/drier, accumulator, refrigeration tubing, wiring harness, labor charges, or supplies which are covered by the standard warranty above.

NO CLAIMS CAN BE MADE AGAINST THIS WARRANTY FOR SPOILAGE OF PRODUCTS, LOSS OF SALES OR CONSEQUENTIAL DAMAGES.

THE FOREGOING WARRANTIES ARE EXPRESSLY GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON OUR PART, AND WE NEITHER ASSUME, NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR US, ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THE SALE OF SAID REFRIGERATION UNITS OR ANY PARTS THEREOF.

This warranty shall not be assignable and shall be honored only in so far as the original purchaser.

This warranty does not apply outside the limits of the United States of America and its territories and Canada, nor does it apply to any part that has been subject to misuse, neglect, alteration, accident, or to any damage caused by transportation, flood, fire, acts of terrorism, or acts of God.

LIMITATION OF LIABILITY

Beverage-Air Corporation, or their affiliates shall not be liable for any indirect, incidental, special or consequential damages, or losses of a commercial nature arising out of malfunctioning equipment or its parts or components thereof, as a result of defects in material or workmanship.

THE ORIGINAL OWNER'S SOLE AND EXCLUSIVE REMEDY AND BEVERAGE-AIR'S SOLE AND EXCLUSIVE LIABILITY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF PARTS OR COMPONENTS CONTAINED IN THE EQUIPMENT IDENTIFIED ABOVE WHICH UNDER NORMAL USE AND SERVICE MALFUNCTION AS A RESULT OF DEFECTS IN MATERIAL OR WORKMANSHIP, SUBJECT TO THE APPLICABLE PROVISIONS AND LIMITATIONS STATED ABOVE.

Note: Additional Terms and Conditions of sale may apply. Notice: Specifications Subject To Change Without Notice. Contact factory for specific model agency approval. All prices are ex-works Brookville, Pennsylvania







