



TERMS AND CONDITIONS OF SALE GENERAL WARRANTY / CLAIMS PROCEDURES (USA and CANADA)

These Terms and Conditions of Sale and the General Warranty / Claims Procedures outlined below ("Agreement") shall apply to any goods and services supplied by **Keeprite Refrigeration** ("Seller"). The customer ("Buyer") shall be deemed to have full knowledge of this Agreement.

- 1. ORDERS.** All orders received are subject to acceptance by the Seller. Orders must identify the quantity, model / part number, applicable price, the requested delivery date and the ship to information for goods being purchased. Orders may not be cancelled or rescheduled without the Seller's approval and confirmation.
- 2. PRICES.** All prices for goods and services, whether specified in the Seller's price list, written quotation or acknowledgment, are subject to change without notice. Prices invoiced will be those in effect at the time of shipment. Unless otherwise expressly stated, all prices are exclusive of transportation and insurance costs, duties and all taxes.
- 3. QUOTATIONS.** Unless expressly stated by the seller, all quotations shall be null and void after thirty (30) days from the date of the quotation.
- 4. TAXES.** Prices do not include Local, State, Provincial or Federal sales, use, excise, or similar taxes. Any such charges will be added to the invoice at the time of shipment.
- 5. PAYMENT TERMS.** Terms are Net thirty (30) calendar days from the date of invoice without offset or deduction.
- 6. TITLE OF GOODS.** Title to goods shall remain with Seller until invoice is paid in full.
- 7. DELIVERY.** Delivery date(s) are approximate and not guaranteed. Delivery shall be Ex-Works Seller's dock.
- 8. FREIGHT ALLOWANCE.** Unless otherwise specified by the Seller, shipments with a value of seven thousand dollars (\$7,000) net or more will be shipped common carrier Ex-Works Seller's dock freight allowed to the nearest freight station within the continental USA and Canada. Shipments that meet the freight allowed prerequisite but require special shipping such as flatbed or timed delivery, the Buyer will be charged for the difference between the cost of shipping the goods via common carrier and the cost for the special shipment. Shipments less than seven thousand dollars (\$7,000) net are shipped common carrier Ex-Works Seller's dock freight extra. Freight charges will be invoiced prepaid, and charge or freight collect if the Buyer specifies a specific carrier. Value amount subject to change.
- 9. DELAYED SHIPPING FEES.** If the Buyer requests a delay in ship date, the Seller will confirm the new ship date. If the new ship date is greater than fourteen (14) days past the original ship date, the Buyer agrees to pay a per day delayed shipping fee that will be calculated and added to the final invoice based on the following.

$$\text{Delayed Shipping Fee} = \$75 (\text{base fee}) + 15\% \times \text{net order price (delayed days beyond 14 days)} / 365 \text{ days}$$

If an order does not ship within 3 months of the original ship date, the order will be invoiced in full with a 3-month delayed shipping fee as calculated above. Alternate storage arrangements will need to be made by the Buyer.
- 10. PATENT INDEMNITY.** When designs and specifications are provided by the Buyer, the Buyer agrees to indemnify and hold harmless the Seller against all claims, demands, loss and liability, including costs and fees resulting from actual or alleged infringements of any U.S., Canadian or foreign patent, trademark or copyright, by reason of the manufacture of the goods.
- 11. ORDER CHANGES.** All requests for order changes must be submitted in writing or through NROES and are subject to the prior written approval of the Seller. Change requests received by the Seller within one (1) week, defined as five (5) business days, from the original order submission date will be processed without modification to the stated lead time, provided that such changes do not otherwise impact the original lead time. Approved change requests submitted after the aforementioned period may result in an extension of the lead time, as determined at the sole discretion of the Seller. In addition, changes that affect product specifications, quantities, or other material aspects of the order may incur additional costs, which shall be communicated to and agreed upon by the Buyer prior to implementation.
- 12. ORDER CANCELLATION.** All cancellations must be approved by the Seller. Cancellations received by the Seller within one (1) week, defined as five (5) business days from the original order submission date, may be processed without a Cancellation Charge. Cancellations received after the aforementioned period will be subject to Cancellation Charges. Cancellation Charges shall be levied at a minimum of twenty percent (20%) of the net price of the applicable line(s) being cancelled. Cancellation Charges for stock items may, at the sole discretion of the Seller, be deemed exempt.
- 13. RETURN GOODS.** No goods should be returned to the Seller without prior written authorization. All approved returns, whether new and unused or for warranty consideration, must be packaged in accordance with methods designed to handle the normal rigors of transportation and handling. Each returned item must have an approved return authorization number clearly marked on the goods. Return transportation will be at the Buyers' expense.
- 14. WARRANTY LIABILITY.** The Seller's liability shall be limited to honoring the Seller's published manufacturer's warranty only with respect to defective goods, provided the Buyer provides written notice within the warranty period.
- 15. FORCE MAJEURE.** Neither party shall be liable for any delay or failure in performance (other than failure with respect to payment obligations) due to acts beyond their control including, but not limited to, acts of God, war, warlike conditions, blockade, embargoes, riots, governmental restriction, labor disturbances, resultant disruption in supplies, transportation or loading facilities, wrecks, epidemics, quarantine, fire, flood, earthquake, explosion or any other causes beyond its reasonable control.



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16. **GENERAL WARRANTY.** Subject to the terms and conditions hereof, the Seller (Keeprite Refrigeration) warrants all products manufactured by the Seller sold in the continental USA and Canada, including service parts, to be free of defects in material or workmanship, under normal use and application for a period of twelve (12) months from the original date of installation, or eighteen (18) months from the date of shipment from the Seller (Keeprite Refrigeration), whichever occurs first. Stock equipment sold through Seller's authorized wholesaler are warranted (12) months from the date the unit was sold to the Buyer (customer).

Service parts furnished as replacements for an in-warranty situation automatically acquire only the unexpired portion of the warranty applied to the original product. The parts to be replaced must be made available when requested by the Seller. Reasonable proof of the original installation date or ship date of the product must be presented in order to establish the effective date of the warranty, failing which the effective date will be based upon the date of manufacture plus thirty (30) days. Any labor, materials, refrigerant, transportation, freight, crane or any other charges incurred in connection with the performance of this warranty will be the responsibility of the Buyer. This warranty may be transferred to a subsequent owner of the product

THIS WARRANTY DOES NOT COVER: (a) Damages caused by accident, abuse, negligence, misuse, riot, war, fire, flood, or Acts of God (b) damages caused by operating the product in a corrosive atmosphere (c) damages caused by any unauthorized alteration or repair of the system affecting the product's reliability or performance (d) damages caused by improper matching or application of the product or the product's components (e) damages caused by failing to provide routine and proper maintenance or service to the product (f) leaks incurred on mechanical connections (g) product loss (h) expenses incurred for the erecting, disconnecting, or dismantling the product (i) parts used in connection with normal maintenance, such as filters or belts (j) products no longer at the site of the original installation (k) products installed or operated other than in accordance with the printed instructions, with the local installation or building codes and with good trade practices (l) products lost or stolen.

ADDITIONAL WARRANTY DETAILS: The General Warranty applies unless otherwise specified in the following.

EC MOTORS: The Seller warrants EC Motors for a period of twenty-four (24) months from the date of original installation, or thirty (30) months from the date of shipment by the Seller, whichever occurs first.

THERMOSPAN™ DESIGN COILS: The Seller warrants all air-cooled condenser coils manufactured with the ThermoSpan™ coil design to be leak free for a period of sixty (60) months from the original date of shipment provided the leak has been verified and documented by the Seller's authorized representative and the leak has occurred in a coil tube caused by tube contact with the end or center coil support sheets. This warranty specifically excludes leaks at the headers and weld joints, split tubes, leaks caused by corrosion or leaks caused by failure to operate the product in accordance with the published operating and installation guidelines for the equipment. This warranty does not cover any materials, labor, fines, or fees as a result of a leak.

SPECIAL NOTES: The Seller's warranty replacement and aftermarket service parts will be made available through Authorized Wholesalers, Distributors, certain OEM and National Accounts or from the Seller directly, depending on the marketplace. Only the Seller's certified parts are to be used for in-warranty replacement of defective parts supplied on the Seller's products. All warranty parts are shipped either freight collect or prepaid and charged via the most economical means as determined by the Seller. The Seller reserves the right to furnish refurbished parts for service replacements. The Seller reserves the right to replace defective part(s) on an assembly rather than replacing the complete assembly. The Seller reserves the right to inspect all parts removed and or replaced in the course of effecting repairs that will be invoiced to the Seller under the terms and conditions of the warranty policy. This inspection time and location is at the discretion of the Seller. All in-warranty parts that are defective and not required to be returned to the Seller **MUST NOT** be scrapped until a warranty credit is issued. Special circumstances may dictate that a certain item must be returned to the Seller for analysis. Care must be taken to avoid premature disposal of any part(s) prior to authorization or issuance of a credit note.

17. **IN-WARRANTY RETURN PROCEDURE AND IN-WARRANTY REIMBURSEMENT**

COMPRESSORS – GENERAL WARRANTY: Compressors that fail in-warranty are to be returned to the closest authorized distributor of the compressor. The Compressor Companies' authorized distributor should process the warranty without further involvement from the Seller.

All compressors shipped either in-warranty or out-of-warranty will be shipped freight collect or prepaid and charged via the most economical means as determined by the Compressor Companies' authorized distributor or the Seller. At no time will warranty compressors be shipped free of charge. No credit will be issued for compressor shipping charges, core allowances or administration fees. If the Compressor Company requires the return of the failed compressor, the compressor must be shipped freight prepaid to the location specified by the Compressor Company. No credit will be issued for compressor shipping charges, core allowances, administration fees or other charges resulting from the return of the compressor.

For further information, contact the compressor manufacturer by calling their toll-free number.

COPELAND CONTACT INFORMATION: www.copeland.com or contact a Copeland representative at 1-317-968-4256 (USA) or 1-519-756-6157 (Canada).

BITZER CONTACT INFORMATION: www.bitzer.de/eng/Company/BITZER-world-wide.com or contact a Bitzer representative at 1-770-718-2900 or 1-770-503-9226 (USA) or 1-514-697-3363 (Canada).



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COMPRESSOR WARRANTY REIMBURSEMENT: In the event Compressor Companies' authorized distributor is unable to process the warranty, or there is no authorized distributor available locally outside the USA and Canada, the buyer MUST contact the Seller for direction. The Seller's warranty support team will provide guidance on how to proceed with the claim. The Buyer may be instructed to purchase the replacement compressor from the Seller and to return the failed compressor with a Parts Credit Application (PCA) submission. The compressor warranty claim is then submitted to the Compressor manufacturer, and upon approval, the Seller issues a warranty credit for the price of the replacement compressor to the buyer. For failed compressors unavailable for return, the reimbursement amount is based on eighty percent (80%) of the price of the replacement compressor, with the return of the original nameplate. No credit will be issued for compressor shipping charges, core allowances, brokerage fees, import duties or other charges resulting from the administration of this warranty.

COMPRESSORS – OPTIONAL 4-YEAR EXTENDED WARRANTY: Subject to the foregoing General Warranty, the Seller offers a non-transferable optional 4-Year Extended Compressor Warranty available within the boundaries of the USA and Canada. To obtain credit for a compressor that failed under the Extended Compressor Warranty contract, the Buyer must provide proof of purchase that the replacement compressor was obtained through an authorized Distributor of the compressor's manufacturer. The Seller reserves the right to request a failed compressor be shipped freight prepaid to the compressor manufacturer's authorized Distributor or the Seller's designated location for a teardown analysis to identify the cause of the failure. At no time will warranty compressors be shipped free of charge. No credit will be issued for compressor shipping charges, core allowances or administration fees. All Extended Compressor Warranty claims must be submitted to the Seller through the Parts Credit Application (PCA) process.

EC MOTORS: All EC motors that fail within the warranty period must be returned prepaid to the Seller or the manufacturer's designated service depot for repair or replacement. All returned motors, even though defective, must be carefully packaged to prevent damage in shipment. The cost of repairing any such damage will be charged back to the Buyer. The Seller will issue a warranty credit for the lesser value of the price of the replacement motor if it was purchased through the Seller or the price of the motor when purchased through an authorized distributor. Serial number of the motor must be indicated when submitting Parts Credit Application (PCA) form accompanied by the proof of sale.

PSC & SHADED POLE MOTORS: Failed PSC or Shaded Pole motors do not need to be returned to the Seller for warranty processing. Only the motor's original serial data plate (metal or Mylar) must be returned prepaid. The Seller will issue a warranty credit for the lesser value of the price of the replacement motor if it was purchased through the Seller or the price of the motor when purchased through an authorized distributor. Serial number of the motor must be indicated when submitting the Parts Credit Application (PCA) form to the Seller, accompanied by the original data plate of the motor and proof of sale.

ESP+ INTUITIVE EVAPORATOR CONTROL TECHNOLOGY (SMART³ Systems): Failed KE2 control boards must be returned prepaid to the Seller or the manufacturer's designated service depot for repair or replacement. Serial number of the board must be indicated when submitting the Parts Credit Application (PCA) form accompanied by the proof of sale.

OTHER ELECTRICAL or MECHANICAL or CABINET COMPONENTS: Failed electrical or mechanical or cabinet components do not need to be returned to the Seller for warranty consideration. The Seller will issue a warranty credit for the lesser value of the price of the replacement component if it was purchased through the Seller or the price of the component when purchased through an authorized distributor. Proof of purchase must accompany the Parts Credit Application (PCA) form when making a claim to the Seller

PARTS CREDIT APPLICATIONS (PCA) FORM: The Seller's PCA form must be submitted with each claim requesting warranty consideration. This form must be completed in detail providing satisfactory evidence that the component has failed within the warranty period. This information should include a copy of any work orders or sales invoices verifying installation date of the defective part. The PCA form is used by the Seller to track field defects and evaluate various components and vendors. In many cases, the Seller is administering warranty on behalf of a particular vendor and timely completion of the PCA will allow the Seller to recover part of the failure cost.

All PCA claim must be filed with the Seller online at www.k-rp.com/pca within 60-days of failure to be valid. **ANY CLAIMS FILED AFTER 60 DAYS WILL BE REJECTED.**

The Seller will not be liable for labor or other incidental cost as outlined in the General Warranty, incurred in the repair or replacement of warranty service parts. Replacement part(s) will **NOT** be shipped on a "no charge" basis. Unless otherwise noted, the Seller will issue a warranty credit for the lesser value of; the price of the replacement part(s) if purchased through the Seller or the price of the part(s) when purchased through an authorized distributor. Proof of purchase must accompany the PCA form when filing a claim to the Seller. Replacement will be made at the Buyer's expense if it is proven that the failure did not occur within the terms of this warranty.

THE SELLER REMAINS THE FINAL AUTHORITY FOR ADJUDICATION OF ALL WARRANTY CLAIMS. ONLY THE SELLER MAY MAKE ANY COMMITMENT FINANCIAL OR OTHERWISE TO THE BUYER REGARDING THE FINAL ACCEPTABILITY OF ANY PARTICULAR CLAIM.

18. **MANDATORY RETURN AUTHORIZATION NUMBER.** A coded return authorization number issued by the Seller **MUST** accompany any items that are to be returned. If the item being returned is not clearly marked with this number, confusion may cause a delay in the processing of a claim.

ANY ITEM BEING RETURNED TO THE SELLER OR ITS AUTHORIZED DESIGNATED LOCATION WITHOUT AN APPROVED CODED RETURN AUTHORIZATION WILL BE REFUSED WITH THE RESULTANT SHIPPING EXPENSES BEING THE RESPONSIBILITY OF THE RETURNEE.

19. **GOODS DAMAGED IN TRANSIT AND FREIGHT CLAIMS.**

The Seller takes special care to design and build its products and package them to arrive at their destination undamaged under the normal rigors of transportation and handling. Prior to a Freight Carrier taking possession of a shipment of goods, they are required to inspect same and note any

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damage on the Bill of Lading prior to signing the paperwork. This now becomes the contract on which the Freight Carrier agrees to deliver the goods in the same pristine condition as they received them.

IN ALL CASES OF DAMAGE IN TRANSIT OR LOSS, IT IS THE CONSIGNEE'S RESPONSIBILITY TO NOTE ANY DAMAGE ON THE DELIVERY RECEIPT OR PRO BILL AND NOTIFY THE SELLER, REGARDLESS OF THE TERMS OF SALE.

AT NO TIME SHOULD A DELIVERY OF GOODS BE REJECTED OR REFUSED WITHOUT CONTACTING THE SELLER AT 1-800-463-9517 FOR APPROVAL AND A RETURN AUTHORIZATION NUMBER. SHIPMENT THAT ARE REFUSED WITHOUT PROPER AUTHORIZATION WILL HAVE THE RESULTANT SHIPPING EXPENSES BECOME THE RESPONSIBILITY OF THE RETURNEE. When a Consignee refuses a shipment, the Freight Carrier may not return the goods promptly to the Shipper, hence, no action may be taken by anyone. This creates confusion and delay with the Customer not properly served.

WHEN GOODS ARE SOLD FOB POINT OF SHIPMENT COLLECT OR THIRD-PARTY CHARGE where the customer or Consignee pays for the shipping charges, the Seller's liability terminates when the goods are signed for and picked up by the Freight Carrier. Consignee must perform a thorough inspection of all equipment to ensure that no damage is incurred during transit of the shipment. Concealed damage is the responsibility of the Consignee.

Should any goods arrive in damaged condition, the Consignee must accept the shipment, note the damages on the Pro Bill before signing the receiving documents. The Consignee should then contact their Freight Carrier to file an official claim for the damaged shipment. The Consignee and the Freight Carrier should then determine the disposition of the goods. If the Consignee and Freight Company need the Seller to assist in the assessment of damage, they must contact the Seller at 1-800-465-9517 and send photos and details of the damage to warranty@k-rp.com.

For repairable damages(s), the Consignee should submit the repair invoice and all pertinent details to the Freight Carrier along with the official damage report. For non-repairable damage(s), the Consignee should immediately submit a reorder for the damaged goods through the Seller or their point of purchase or their local Sales Representative so that the Customer is not inconvenienced or penalized further. A claim for damages must be submitted to the Freight Carrier within 30 days of delivery of the goods.

For lost or non-delivery of goods, a claim must be filed by the Consignee with the Freight Carrier within 30 days of what might be ascertained as a reasonable delivery date.

WHEN GOODS SHIPPED FREIGHT ALLOWED via lowest common carrier to the nearest freight station in Canada and the USA (except to Alaska or Hawaii), the consignee must perform a thorough inspection of the condition of the goods to ensure that no damage is incurred during transit of the shipment. Concealed damage is the responsibility of the Consignee.

Should any goods arrive in damaged condition, the Consignee must note the damages on the Pro Bil and take pictures of the damages before signing the receiving documents. The Consignee then must contact the Seller at 1-800-465-9517 to report on the condition of the shipment. The Seller and the Freight Carrier will determine the disposition of the goods. The Buyer may be asked to submit a reorder for the damaged goods to the Seller. The Seller will file the claim to the Freight Carrier for the cost of replacing or repairing the goods.

- 20. REMOTE TROUBLESHOOTING SUPPORT (USA and Canada).** The Seller's technical service group is available to assist in troubleshooting field issues as they relate to the company's manufactured equipment only. In most cases, field issues can be resolved through direct communication between the Seller's technical support group and a qualified contractor or service company located remotely on-site. Any labor, materials, refrigerant, transportation, or any other charges incurred in connection with this service are the responsibility of the service company.

On rare occasions when all attempts have been exhausted to diagnose and resolve the service problem remotely, it may be necessary for the contractor, Service Company or Buyer to request an on-site visit from one of the Seller's technical service representatives.

For ON-SITE SERVICE REPRESENTATION, please contact the factory's Troubleshooting department at 1-844-893-3222 for service cost and setting an appointment.

	<p>web: k-rp.com/warranty email: warranty@k-rp.com call: 1-844-893-3222 x507</p>
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