

## **Refrigeration Sales Corporation Terms and Conditions**

1. **DELIVERY:** Unless otherwise stated: 1.) all shipments shall be made via common carrier; 2.) all material is shipped FOB shipping point and 3.) Buyer assumes all responsibility for acceptance of delivery from the common carrier, including but not limited to offload, freight claims for damaged or lost product, and proper storage per manufacturer's recommendations.
2. **SHIPMENT DATES:** Shipping dates are estimates only. No representation is made that a shipping date is a contract date.
3. **RETURNS:** Returned material is subject to inspection by the manufacturer and/or supplier to confirm the material is undamaged, in the original packaging and in a re-saleable condition. Returns on special-order products will be credited less manufacturing restocking fees, freight and handling fees. Refrigeration Sales Corporation will not accept returns on special-order products that can not be returned to the manufacturer. Refrigeration Sales Corporation reserves the right to determine acceptability of all returns.
4. **WARRANTY BY MANUFACTURER:** Unless a separate written warranty signed by Seller is provided, there are no warranty or warranties covering the purchased goods and materials except those supplied by the manufacturer. **EXCEPT AS PROVIDED IN THIS PARAGRAPH, THE MATERIAL SOLD HEREUNDER IS SOLD WITHOUT WARRANTY BY REFRIGERATION SALES CORPORATION OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE IMPLIED WARRANTY OF MERCHANTABILITY AND ALL OTHER IMPLIED WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED.**
5. **DOCUMENTATION:** Warranty and other documentation, such as Material Safety Data Sheets, are available upon request.
6. **TERMS OF PAYMENT:** Unless otherwise stated, terms of payment are 1% 10 DAYS, NET 30 DAYS. A 1.5 % (18% per annum) monthly service charge will be assessed on all past due balances on the 20<sup>th</sup> of each month. Past Due accounts are subject to be placed on C.O.D. without notice. All accounts with invoices more than 60 days old will be placed on C.O.D. immediately. **THIS SALES ORDER DOES NOT INCLUDE RETAINAGE OR HOLDBACK RIGHTS, EITHER IN FULL OR IN PART, FOR THE BUYER.**