

# SALES TERMS



# BEVERAGE-AIR

## 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 150 freight classification.

## CUSTOMER'S FREIGHT DAMAGE PROCEDURE

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

### Visible Damage:

1. 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".
2. If there is damage to your shipment, action must be taken by you to **notify Beverage-Air immediately**. 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**).
3. For visible damage, where possible, do not accept delivery unless the condition noted on your copy of the freight bill and signed by the driver.

### Concealed Damage:

If the damage is concealed, notify the carrier *within 5 days of the receipt* of the product by phone and in writing as well as Beverage Air. 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; without these steps claims for concealed damages may be denied.

## 3RD PARTY FREIGHT

**3rd Party Freight shipments are FOB Beverage-Air and are not eligible for refusal at time of delivery. ALL 3<sup>rd</sup> PARTY SHIPMENTS ARE THE RESPONSIBILITY OF THE SHIPPER.**

Claims for damaged product are to be filed by the shipper and Beverage-Air will not be liable. This product is not eligible for return to our warehouse facility.

## 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 30 days. Equipment approved for return is subject to a 25% restocking charge.

Returned equipment must be shipped freight prepaid, 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 30 days. Parts approved for return are subject to a 25% or \$25.00 restocking charge (whichever is greater). Returned parts must be shipped freight prepaid, in the original packaging, and received in good condition.

# WARRANTY (Warranty valid in USA and Canada)

## THREE (3) YEAR PARTS AND LABOR 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, proper maintenance, and service as indicated by Beverage-Air installation and operation instructions, for a period of three (3) years from the date of installation, or thirty-nine (39) Months from the date of shipment from the manufacturer, whichever is earlier.

## 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 beyond the first three (3) years warranty period; not to exceed eighty-seven (87) months 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 or freight for the return of the failed compressor.

\* Units shipped after 03/01/2020. Previous warranty applies to units shipped prior.

## EXCEPTIONS:

- CT96 Models carry a one (1) year parts and labor warranty, limited to fifteen (15) months from date of shipment from Beverage-Air. These are excluded from additional compressor warranty.
- SR/SF (Slate) models carry a two (2) year parts and labor warranty, limited to twenty-seven (27) months from date of shipment from the Beverage-Air.
- Blast Chillers carry a three (3) year parts and labor warranty; additional two (2) years compressor part only.
- Units installed in Residential applications will be not covered under this warranty. Units are intended for Commercial use only.

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 warranty above.

Normal wear type parts, such as light bulbs/lamps and gaskets are not covered by this warranty. For the purpose of this warranty, the original purchaser shall be deemed to mean the individual or company for who the product was originally installed.

Units that utilize variable speed compressor technology can experience nuisance tripping on Class A GFCI outlets which have a trip limit of 4 mA to 6 mA. To avoid this issue in a location that requires GFCI circuit protection, Beverage Air & Victory recommends using a HUBBELL Model Number GFRST83W 20A Heavy Duty Hospital Grade Self-Test GFCI Receptacle.

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.

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 at the responsibility of the equipment purchaser.

Any part or accessory 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 material authorization number (RMA#) issued by the manufacturer.

Special installation/applications, including remote locations, are limited in coverage by this warranty. Any installation that requires extra work, and/or travel, to gain access to the unit for service is the sole responsibility of the equipment purchaser.

Improper operation resulting from factors, including but not limited to, improper or negligent cleaning and maintenance, low voltage conditions, inadequate wiring, outdoor use (unless otherwise specified) and accidental damage are no manufacturing defects and are strictly the responsibility of the purchaser.

With the exception of Blast Chillers product is designed for maintaining temperature and not bringing food to a desired temperature therefore cannot be held responsible for this function under warranty.

Units must be in a conditioned environment or warranty will be void.

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

## NO CLAIMS CAN BE MADE AGAINST THIS WARRANTY FOR SPOILAGE OF FOOD. 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 HERBY DISCLAIMED, 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 THERE OF.

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 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 malfunction equipment or its parts 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 Beverage-Air for specific model agency approval. All prices are ex-works Brookville, Pennsylvania*

06/07/2021