

# TERMS AND CONDITIONS

**PRICES:**

All prices are LIST. Applicable taxes will be added.

**QUOTATIONS:**

Unless otherwise stated, quotations are effective for 30 days only.

**ACCEPTANCE:**

All orders are subject to acceptance by Glastender, Inc.'s headquarters in Saginaw, Michigan. Possession of the Product Directory and Price List is not an offer to sell.

**SHIPMENTS:**

F.O.B. factory in Saginaw, Michigan. Freight terms are Third Party or Collect if shipped directly to you. Prepay and Add to Invoice freight terms are available upon request. The approximate shipping weights of all products are listed with the prices. Partial shipments will be made unless otherwise specified by the customer. Surface freight classifications are:

- Glasswashers, Line Chillers - Class 92.5
- Cocktail Stations, Underbar Equipment - Class 85
- Bar Die/Underbar Equipment - Class 125
- Refrigeration Equipment, 48" long or smaller - Class 100
- Refrigeration Equipment, greater than 48" long - Class 110

All small items are evaluated to see the most cost effective means for shipment. Many small items ship via UPS or FedEx; however, when dimensional weight is excessive DB Schenker, UPS Supply Chain, or even common LTL carriers are the most cost effective choice. Spare parts orders received before 1:00 PM EST can usually be shipped the same day.

The order department is happy to assist with routing or shipping questions.

**PAYMENT TERMS:**

Cash should be included with all orders unless credit terms have been arranged. To establish credit, banking and trade references are required. A convenient credit application is available upon request. Payment via credit card is not our normal means of receiving payment. Visa and MasterCard will be accepted, but must be charged at the time of shipment. In addition, a payment via credit card for orders totaling more than \$500 will incur a 3% convenience fee on the total transaction amount.

**DELIVERY:**

The majority of equipment is manufactured to order and typically ships within three to six weeks after complete order information is received by the factory. In-stock equipment typically ships within two to three days of the factory receiving complete order information.

**RETURNS:**

Items specified as "Manufactured to Order" are NOT returnable.

A Return Material Authorization (RMA) number must be issued by the factory in advance for any items that are returnable. The RMA number MUST be noted on the outside of the returned package. Returns must be received within 90 days of the RMA issue date. Shipping charges must be prepaid. A minimum 20% restocking charge will be applied to all authorized returns if received in new, unused condition in the original packaging.

The above conditions apply to spare part returns, except spare part returns must be received within 30 days of original shipment for electronic or electrical parts or within 90 days for all other parts.

**LOSS OR DAMAGE:**

For customer routed shipments, Glastender, Inc. is not responsible for any loss, damage, or delay of merchandise during shipment. Such transit claims must be filed with the carrier. Merchandise must be examined on arrival. If shortages occur, Glastender, Inc. must be notified in writing within five (5) days of delivery to honor any shortage claim. Glastender will assume responsibility for freight claims on Prepay and Add shipments but the customer must inspect freight and note any damage upon receipt. Failure to do so may result in losses at the customer's expense.

**CUSTOM ORDERS:**

Custom orders must be paid in advance and are not subject to cancellation.

**LAMINATES:**

Some products include common, readily available plastic laminates of the customer's selection. There may be an additional charge if uncommon varieties are ordered.

05/18/10

# WARRANTY STATEMENT

## APPLICABLE TO ALL PRODUCTS SOLD WITHIN THE UNITED STATES AND CANADA

**LABOR:** Glastender, Inc. warrants all products to be free of defects in material and workmanship. In established areas, a start-up and a 90-day labor warranty are included with glasswasher models GT-24 and GT-30. The GT-18 series glasswashers include a 90-day labor warranty. Self-contained refrigeration models, except beer line chillers, include a 1-year labor warranty, for the duration of one year from date of installation or up to 18 months from date of factory shipment, whichever occurs sooner. For warranty labor claims beyond 15 months from the date of factory shipment, proof of date of installation or occupancy must be provided. Authorization for labor must be obtained from Glastender within the warranty period and prior to the service being performed. Labor warranty applies to the United States and Canada only.

**PARTS:** Within one year from date of installation or 18 months from date of factory shipment, whichever occurs sooner, Glastender, Inc. will replace any part or assembly found defective under normal use and service. Field replacement parts include a warranty of 90 days from date of installation.

**FOUR YEAR ADDITIONAL COMPRESSOR WARRANTY:** Glastender will warrant to the original user the compressor for all self-contained refrigeration models for an additional four years following the regular one-year warranty period. This plan applies to the compressor only.

A warranty claim form **MUST** accompany all returned defective parts or assemblies. This form **MUST** be completed in full. Failure to do so may result in delay or denial of credit. Any defective part or assembly must be returned to Glastender, Inc., Saginaw, Michigan, with all transportation and delivery charges prepaid. Warranty repairs or replacements will be shipped FOB factory in Saginaw, Michigan. Reimbursement for applicable freight charges covers ground service only.

Glastender provides in-warranty repairs during a service company's regular working days and hours. There is no provision for payment of a premium rate during "overtime" hours. When warranty service is requested during other than normal working hours, the end user will be charged the premium portion of the overtime rate.

The warranty does not cover equipment subjected to accidents, freight damage, alterations from the original design, improper power and/or plumbing hookups, improper chemical use, general misuse, or lack of routine required maintenance as determined by Glastender, Inc. Installation, normal control adjustments, general maintenance, correcting an installation error, or service calls that reveal the unit is functioning normally will not be reimbursed under warranty.

Condenser coils on self-contained refrigeration products must be cleaned regularly. Failure to provide adequate air flow to a refrigeration unit will void the warranty.

Glastender shall not be liable for loss of use, revenue, or profit, or for any other indirect, incidental, special, or consequential damage including, but not limited to, product spoilage or loss.

This warranty is conditioned upon Glastender receiving notice of any defect subject to this warranty within sixty (60) days of its discovery by the end user or dealer. All products are warranted only for the initial place of installation. Removal of a product automatically terminates this warranty.

### **SECOND YEAR EXTENDED PARTS & LABOR WARRANTY:**

Glastender's one-year parts and labor warranty on self-contained refrigeration units, excluding beer line chillers, can be extended to two years with the purchase of a two year parts and labor warranty. Specify part number EWR2 (\$150 net price) when ordering.

**EXPORT WARRANTY - One year parts only.**

### **EXCLUSION OF WARRANTIES**

EXCEPT AS PROVIDED ABOVE, GLASTENDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

### **LIMITATION OF REMEDIES AND DAMAGES**

If Buyer makes a valid and timely claim as outlined above, Glastender's liability and Buyer's remedies under this agreement will be limited solely to labor charges authorized and/or replacement or credit, at Glastender's option, with respect to Products returned at Buyer's expense within thirty (30) days after warranty repair. GLASTENDER'S LIABILITY WILL IN NO EVENT BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE RETURNED PRODUCTS. GLASTENDER WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LABOR COSTS EXCEPT AS COVERED UNDER OUR WARRANTY, LOST PROFITS OR THE LOSS OF PERISHABLE PRODUCTS RESULTING FROM THE USE OF OR INABILITY TO USE OUR PRODUCTS OR FROM OUR PRODUCTS' INCORPORATION INTO OR BECOMING A COMPONENT OF ANY OTHER PRODUCT. NEITHER PARTY WILL HAVE ANY NEGLIGENCE OR OTHER TORT LIABILITY TO THE OTHER, OR TO ANY THIRD PARTY, ARISING FROM ANY BREACH OF THIS AGREEMENT.

### **GOVERNING LAW - JURISDICTION**

The terms and conditions of an order are to be governed and construed according to the laws of the State of Michigan, without regard to conflict of laws principles. Buyer hereby consents to the jurisdiction and venue of the courts located in Saginaw County, Michigan.

No representative, distributor, dealer, or any other person is authorized to modify this warranty. This warranty replaces all other written or verbal warranties.

**NOTE:** Glastender, Inc.'s policy of constant quality improvement means that prices, specifications, and policies are subject to change without notice. Questions regarding this warranty should be directed to Glastender's Customer Service Representative.

03/03/10

## **IMPORTANT!!**

### Attention Refrigeration Service Companies

Please review the important warranty information on this page. If you believe a service call should be covered by the factory, please call the factory for authorization between 8AM and 5PM EST, Monday through Friday.