

Model No \_\_\_\_\_ Serial No \_\_\_\_\_ Date Purchased \_\_\_\_\_

### Terms & Conditions - US INC Commercial Refrigeration

**Acceptance:** Buyer is deemed to have accepted all goods within 30 days following receipt unless it previously notifies Seller of damage or shortages. Buyer agrees to submit all claims for damages directly to the Carrier.

**Exclusivity of Terms:** As to the subject matter described herein, these terms and conditions are the entire agreement between US, Inc. (Manufacturer) and the Buyer named on the Agreement to which these terms and conditions are attached (Buyer). These terms and conditions supersede all previous communications between Buyer and Seller, written and oral, including any purchase order Buyer may have submitted. In addition, these terms and conditions are intended to govern all sales of Seller's US, Inc. Refrigeration Equipment, regardless of contrary or additional terms or conditions in documents from or communications with Buyer, including without limitation Seller's invoices. No other promise, agreement or statement made by either party, or by anyone representing either party, shall be binding unless it is in writing and signed by Manufacturer.

**Warranties:** US, Inc. warrants to the Buyer that US Refrigeration equipment shall be free from material and workmanship defects under normal use and service for 24 months from the date of shipment to Seller. Manufacturer further warrants that the compressors incorporated in such equipment shall be free from defects in material and workmanship, under normal use and service, for a period of 36 months following the expiration of the 24-month period described above. THESE WARRANTIES AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THERE ARE NO OTHER WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. These warranties do not apply if the equipment is: 1. not installed according to federal, state, and local laws and regulations; 2. subject to misuse, neglect, improper maintenance and if non-routine maintenance has not been performed according to the Buyer's User Manual; 3. not operated within their published capacity and electrical supply; 4. connected to automatic controls that are not operative at all times, or 5. allowed to exceed their proper temperature limits due to control malfunction or inadequate air circulation.

**Remedies:** Should any part of the equipment subject to this agreement prove, within the 24- month period described above, to be defective in material or workmanship, Buyer shall contact the Seller and establish a warranty claim prior to a service call being authorized by the Manufacturer. The Seller shall, at its option, repair or replace such part, free of charge, both parts and labor to be at Seller's expense prior to authorization from the Manufacturer. However, any work completed prior to authorization from the Manufacturer may not be honored or may be subject to labor and costs based on the Manufacturer's established rates and services relating to each service repair and/or part replacement. Manufacturer will not pay for a service diagnosis. Should the compressor incorporated within such goods prove, within the 36-month period after the expiration of the 24-month warranty period described above, to be defective in material or workmanship, Seller shall, at its option, repair or replace such compressor, free of charge, except that the Buyer shall pay all labor costs incurred in connection with such repair or replacement. Buyer may not return any goods or parts thereof without Manufacturer's prior authorization. Buyer shall ship returned goods FOB Manufacturer's factory, freight prepaid. Any goods or parts thereof so replaced shall become the property of the Manufacturer. BUYER'S EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY, ANY NEGLIGENCE OR ANY OTHER CAUSE IS AS SET FORTH ABOVE. SELLER AND MANUFACTURER SHALL NOT BE LIABLE TO BUYER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER FOR BREACH OF ANY WARRANTY, BREACH OF ANY OTHER TERM OR CONDITION, REPUDIATION, ON THE BASIS OF STRICT LIABILITY, OR FOR ANY OTHER REASON. The remedies in this agreement provide Buyer with free repair and replacement of defective parts in the manner provided above. These exclusive remedies shall not be deemed to have failed of their essential purpose so long as Seller or Manufacturer are willing and able to repair or replace defective parts in the manner set forth above. No representative of Manufacturer, nor any of its Seller's, distributors or dealers, is authorized to assume for Manufacturer any other obligations or liability in connection with the goods, or to alter this agreement in any way.

**Returned Goods:** No goods may be returned by Buyer to Manufacturer or Seller without prior authorization from the Manufacturer. Returned goods must have a Return Goods Authorization number (RGA) for a credit to be issued.

US Inc Form: WR13-01.1

## WARRANTY REGISTRATION CARD

### US Refrigeration

Division of US, Inc  
6890 Distribution Drive  
Beltsville, Maryland 20705  
(888) 556-2112  
www.us-refrig.com



Date: \_\_\_\_\_

Company Name \_\_\_\_\_ Contact Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Telephone No (\_\_\_\_\_) \_\_\_\_\_ Fax No (\_\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

Business Type \_\_\_\_\_ Model No \_\_\_\_\_ Serial No \_\_\_\_\_

Seller's Name \_\_\_\_\_ Seller's Telephone No (\_\_\_\_\_) \_\_\_\_\_

US Inc Form: WR13-01.2