



## **STANDARD LIMITED ONE YEAR PARTS AND LABOR WARRANTY**

Global Refrigeration (the "Company") warrants to the original purchase-user that its refrigeration equipment, at the time of delivery, will be free from defects in material and workmanship. Global Refrigeration, Inc. will bear the reasonable and customary labor expense of repairing or replacing any component part found to be defective under the terms and conditions outlined under Global's one year parts warranty for a period of one year from the date of installation of unit by a certified technician.. Global's obligation under this warranty shall be limited to repairing or replacing, including reasonable labor costs, any part of such product which proves to be defective and which Global's examination discloses to its satisfaction to be defective. Global will reimburse said labor expenses to the original user or service company only if Global determines in its sole discretion that this warranty applies. The service labor warranty shall apply only to equipment installed by authorized or approved Global dealers, distributors, service companies or refrigeration contractors. The service labor warranty does not cover the cost (parts or labor) for installation, start up, normal maintenance or normal control adjustments. The cost of service labor reimbursed will be based on straight time rates, reasonable time for the repair of the defect and reasonable travel costs. .

Written notice of a claim under this Warranty must be received by Global within thirty (30) days from the date of repair all claims submitted must be accompanied by a record of the equipment serial number and cabinet model.

Compressor Warranty- For a period of five (5) years from the date shipment of the unit, Global will replace the compressor only, with a compressor of like or similar design and capacity, if it is shown to the satisfaction of Global that the sealed compressor is inoperative due to defects in material of manufacture. The warranty applies only to the compressor and does not apply to any other part of the cabinet or its finish, nor any electrical component including the external control, any electrical controls, condenser, evaporator, fan motors, overload switch, starting relay, temperature control, dryer , accumulator, wiring harness, labor charges or supplies which are covered by the standard warranty. If compressor is out of 1 year parts and labor warranty, customer is responsible for shipment cost of compressor to customer nor is Global responsible for any labor cost involving the compressor replacement. Warranty excludes the following items for payment:

- Repairs or replacements made without the written consent of GRI, not dispatched by GRI, or when the equipment is installed improperly or operated for unintended use.
- Units installed by an unauthorized distributor, dealer or service company will void the entire warranty on the unit.
- Damages during shipment or caused by fire, flood, strikes, acts of God or other circumstances beyond the control of Global.
- Any light bulbs, thermostat calibration or defects due to or resulting from handling , abuse, misuse, nor shall it extend to any unit from which the serial number has been removed or altered, or to which modification have been made by unauthorized service personnel.
- Loss or spoilage of food or any other contents of the cabinet
- Improper operation due to low voltage conditions, inadequate wiring, and accidental damage, all of which are responsibility of the purchaser.

General – This Standard Limited Warranty shall apply only within the boundaries of the United States and Canada.

This warranty is in lieu of all other warranties, express or implied, including the implied warranty of merchantability, any applied warranty of fitness for a particular purpose and any implied warranties otherwise arising from course of dealing or trade. In no event shall Global be responsible for any loss, damage, or expense, directly or indirectly resulting from the use of its products, including, without limitation, food spoilage, incidental, special or consequential damages or contingent liability of any nature whatsoever.



**Global Refrigeration** will not cover the following items per warranty agreement:

- For any repair or replacements made without the written consent of Global Refrigeration, not dispatched by GRI, or when equipment is installed by an uncertified installer or operated for unintended use.
- Damages during shipment to negligence, abuse, misuse or when the serial number of the equipment has been removed, defaced or altered.
- For payment of refrigerant loss other than on a self-contained unit
- For periodic maintenance items such as gaskets or lamps.
- Global Refrigeration, Inc is not responsible for economic loss: or special direct or indirect consequences including and without limitation to losses and/or damages resulting from food and/or spoilage claims from refrigeration failures.
- Under no circumstances will Global Refrigeration honor any claim for the following services:
  - Light bulb replacement
  - Condenser or evaporator coil cleaning
  - More than one service call for the same problem.
  - Normal maintenance items for equipment used by service companies (i.e. filters, dryers)
  - Clean up of iced equipment of coils due to improper control setting or application problems.
  - Product loss or product storage charges
  - Labor overtime rates ( unless preapproved under special circumstances)
  - Will pay truck charge or travel charge, not both.
  - If the service company dispatched determines there is no problem with the unit, the end user is responsible for all charges from the service company.
  - Problems unrelated or outside of the control of Global Refrigeration, Inc.

### **Global Refrigeration Incorporated**

**Phone 864-260-6600 \* 888-650-9799 \* Fax 864-260-6601**

**563 CORBIN ROAD HONEA PATH SOUTH CAROLINA 29654**

## TERMS AND CONDITIONS OF SALE

All sales are made subject to the following terms and conditions and Global Refrigeration, Inc ("GRI") objects to any different terms or conditions contained in Buyer's purchase order or any other document submitted by Buyer. GRI's acceptance of any purchase order is expressly made conditional on Buyer's assent to these terms and conditions.

1. The Terms and Conditions of Sale are an integral part of the purchase order to which they are attached and any terms or conditions contained in a purchase order which in any manner purport to alter, modify, change, suspend or add to any term of condition contained herein shall be deemed excluded from such purchase order and waived by Buyer.
2. Buyer cannot modify, cancel or otherwise alter order after goods are in process without GRI's written consent. Any such cancellation, modification, or alteration shall be subject to conditions as negotiated at such time, which shall include protection of GRI against loss.
3. Unless designated otherwise, goods are sold F.O.B. GRI's factory, freight 3<sup>rd</sup> party or collect. Risk of loss or damage in transit shall be borne by Buyer and any claims shall be made directly with carrier. Title to the goods shall not pass to the Buyer until GRI has received payment in full, therefore. Buyer authorizes GRI to such financing statements in respect of the goods as GRI deems appropriate to protect its interests therein.
4. Delivery dates are approximate, GRI shall not be responsible for delays in delivery or performance due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of Buyer, strikes or other labor disturbances, inability to obtain fuel, material or parts, war, acts of terrorism, riot, delays in transportation, repairs to equipment, epidemics, floods, fires, accidents or a contingency the non-occurrence of which was a basic assumption on which the purchase was made. Acceptance of goods upon delivery shall constitute a waiver by Buyer of any claim for damages on account of delays in delivery or performance.
5. SUBJECT TO STANDARD MANUFACTURING VARIATIONS, GRI WARRANTS THAT THE PRODUCTS FURNISHED HEREUNDER SHALL MEET ONLY THOSE SPECIFICATIONS SET FORTH ON THE FACE HEREOF. GRI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
6. No claims for damages for goods that do not conform to specifications will be allowed unless GRI is given immediate notice after delivery of goods to the first destination to which they are shipped an allowed an opportunity to inspect them. Products for which damages are claimed shall not be returned, repaired or discarded without GRI's written consent. GRI shall have no liability whatsoever for equipment or component failures or other damages or losses that arise as a result of improper installation or incorrect application of the goods. EXCEPT WITH RESPECT TO CLAIMS OF THIRD PARTIES FOR PERSONAL INJURY OR DAMAGE TO PROPERTY, BUYER'S EXCLUSIVE REMEDY AGAINST TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO GRI'S REPLACING GOODS THAT DO NOT CONFORM TO SPECIFICATIONS, OR AT GRI'S OPTION, REFUNDING THE PURCHASE PRICE. IN NO EVENT SHALL GRI HAVE ANY LIABILITY FOR DAMAGES IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE GOODS SOLD HEREUNDER. NOT SHALL GRI HAVE ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PROVISIONS OF THIS SECTION LIMITING REMEDIES TO REFUND OR REPLACEMENT, LIMITING LIABILITY AND EXCLUDING CONSEQUENTIAL OR INCIDENTAL DAMAGES ARE INDEPENDENT PROVISIONS AND ANY DETERMINATION THAT ANY SUCH LIMITATION OF REMEDIES FAILS OR ITS ESSENTIAL PURPOSE OR ANY OTHER DETERMINATION THAT ANY OF THE AFOREMENTIONED PROVISION IS UNENFORCEABLE, SHALL NOT BE CONSTRUED TO MAKE ANY OTHER PROVISION UNENFORCEABLE.
7. GRI shall have the right to credit toward the payment of any monies that may become due Buyer hereunder any amounts which may now or hereafter be owed to GRI or any of its subsidiaries or affiliates.
8. GRI may, at its option suspend performance if in its opinion the credit of Buyer becomes impaired until such time as GRI has received full payment or satisfactory security for deliveries made and is satisfied as to Buyer's credit for future deliveries. If Buyer fails to make payment in full or refuses satisfactory security, then GRI shall have the right to enforce payment of the full purchase price for products already delivered or in process, and may either cancel the unfinished portion of the order or may proceed with the order, which in the latter case, GRI shall be entitled to such extension of time for performance as is necessary by the suspension.
9. All taxes of any kind levied by a federal, state, municipal or other governmental authority which GRI is required to collect of pay with respect to the production, sale or shipment of goods sold hereunder shall be the responsibility of Buyer. Buyer agrees to pay all such taxes and further agrees to reimburse GRI for any such payments made by GRI.
10. Checks or payments, whether full or partial, received from or for the account of Buyer, regardless of writings, legends or notations upon such checks or payments or documents, shall be applied by GRI against the amount owing by Buyer with full reservation of all GRI's rights and without an accord and satisfaction of Buyer's inability, unless agreed to by GRI in writing.
11. In the event that Buyer fails to make payment of the purchase price of any portion thereof when due, GRI shall have the right to employ an attorney to collect the balance due and Buyer agrees to pay all collections costs incurred by GRI including its reasonable attorney fees.
12. This agreement shall be governed by the laws of the state of South Carolina, buyer, acting for itself and its successors and assigns, hereby expressly and irrevocable consents to the exclusive jurisdiction of its state and federal courts for any litigation which may arise out of or be related to this agreement. Buyer waives any objection based upon forum non convenient or any objection to venue of any such action.
13. The Purchase order and these terms and conditions, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement between Buyer and GRI with respect to the subject matter hereof, superseding completely any oral or written communications unless the terms thereof are expressly incorporated herein. No waiver of any of these terms and conditions shall be effective unless in writing and signed by an authorized officer or employee of GRI.
14. Warranty valid only in USA and CANADA.



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NOTE: All pricing and specifications are subject to change without notice.

Prices do not include any applicable taxes, freight or installation.

All prices are FOB Honea Path, SC, USA

Notice: Contact factory for specific model agency approval.

Contact factory for warranty guidelines and information.

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