DOMESTIC U.S.TERMS AND CONDITIONS

1. **Prices.** Unless otherwise specifically agreed, all prices are for material packed for domestic shipment and for delivery F.O.B. point of manufacture. Acceptance of your order is based on present costs, and the prices set forth herein are subject to increase by Seller at any time prior to delivery in respect to all or any portion of the material on order to the extent necessary to cover Seller's increased costs applicable thereto.
2. **Delivery.** Shipping dates are approximate and based on prompt receipt of all necessary information. All risks of loss shall be on the Buyer from point of shipment. Buyer shall pay all transportation and delivery charges to final destination.
3. **Default.** If Buyer shall fail or refuse to accept delivery of the equipment or parts ordered hereunder or should default in the performance of any of the terms, covenants and conditions of this agreement, Seller may retain the cash deposited or paid to it and/or equipment accepted by it on account of the sale price and apply the same toward payment of its damages.
4. **Delays.** Seller shall not be liable for loss or damage due to delay in delivery, manufacture or installation resulting from any cause beyond Seller's reasonable control, including but not limited to, compliance with any regulation, orders or instructions of any federal, state or municipal government or any department or any agency thereof, acts of nature, acts or omissions of the Buyer, acts of civil or military authority, fires, strikes, factory shutdowns or alterations, embargoes, wars, riot, delays in transportation, or inability due to cause beyond the Seller's reasonable control to obtain necessary labor or materials from the Seller's usual sources; and any delays resulting from any such cause shall constitute cause for extending delivery dates and receipt of the goods shall constitute a waiver of all claims for damage. In no event shall Seller be liable for special or consequential damages.
5. **Payment Terms.** The terms of sale herein are subject to credit approval and Seller may at any time prior to delivery modify the terms of payment originally specified to require payment in advance. Lacking credit approval, sales will be made on a cash with order, *pro forma* invoice or cash on delivery basis. All printed prices are quoted F.O.B. Factory, subject to terms as printed and subject to change without notice.
   If the total selling price is not paid when due, buyer shall pay late charges equal to the highest lawful contract rate of interest not to exceed 1 1/2% per month computed from the due date on the unpaid balance of the total selling price.
6. **Specifications.** Quantities and sizes are subject to variation in accordance with Seller's standard practices, tolerances and the requirements of the job where the equipment covered by this order is to be installed.
7. **Installation.** If the order acknowledgment provides for installation, Seller's obligation to deliver the equipment and provide for its installation shall in no event commence until the premises are ready to receive the equipment, and such obligations shall be subject to all the other terms hereof. Costs and expenses to Seller or its contractor due to delays in installation caused by interference by other contractors working on the premises will be charged to Buyer. Installation costs stated in this order are estimated, cover only installation of the equipment specified herein, and do not cover any other costs, including, but not limited to, costs of electrical work, carpentry, plumbing, sweeping, mopping, dusting or general cleanup. Seller or its contractor shall not be responsible for removing or disposing of packing material, cartons, boxes or other containers housing the equipment.
8. **Taxes.** The amount of taxes stated on the order, if any, is approximate only. Buyer is liable for the full amount of all taxes applicable to or as a result of a transaction, exclusive of franchise taxes and taxes measured by the net income of Seller. Buyer shall pay the amount of all such taxes at any time requested by Seller as if originally added to the price. If Seller pays the taxes, Buyer shall reimburse Seller therefor.
9. **Insurance.** Buyer shall provide and maintain adequate insurance for the product delivered against loss or damages by fire or other causes during the time between delivery and final payment, in an amount fully protecting Seller, and loss or damage by fire or other causes within such period shall not relieve Buyer from its obligations under this contract. Buyer shall provide and maintain adequate liability and workmen's compensation insurance covering all workers who may assist in the erection of product delivered.
10. **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 commitments made by Seller, and Buyer shall indemnify Seller against any loss.
11. **Standard One-Year Warranty.** The Delfield Company ("Delfield") warrants to the Original Purchaser of the Delfield product (herein called the "Unit") that such Unit, and all parts thereof, will be free from defects in material and workmanship under normal use and service for a period of one (1) year from the date of shipment of the Unit to the Original Purchaser **or, if the Original Purchaser returns the warranty card completely filled out including the date of installation within thirty (30) days of receipt of the Unit, one (1) year from the date of installation.** During this one year warranty period, Delfield will repair or replace any defective part or portion thereof returned to Delfield by the Original Purchaser which Delfield determines was defective due to faulty material or workmanship. The Original Purchaser will pay all labor, crating, freight and related costs incurred in the removal of the Unit or defective component and shipment to Delfield, except that during a period of either 1 year from the date of shipment of the Unit to the Original Purchaser or, if the Original Purchaser returns the warranty card completely filled out including the date of installation within thirty (30) days of receipt of the Unit, 1 year from the date of installation Delfield will pay all related labor costs. Delfield will pay the return costs if the Unit or part thereof was defective.
    The term "Original Purchaser" as used herein means that person, firm, association, or corporation for whom the Unit was originally installed.
    This Warranty does not apply to any Unit or part thereof that has been subjected to misuse, neglect, alteration, or accident, such as accidental damage to the exterior finish; operated contrary to the recommendations specified by Delfield; or repaired or altered by anyone other than Delfield in any way so as to, in Delfield's sole judgment, affect its quality or efficiency. This Warranty does not apply to any Unit that has been moved from the location where it was originally installed. **This Warranty also does not cover the refrigerator drier or the light bulbs used in the Unit. The warranty is subject to the user's normal maintenance and care responsibility as set forth in the Service and Installation Manual, such as cleaning the condenser coil, and is in lieu of all other obligations of Delfield. Delfield neither assumes, nor authorizes any other person to assume for Delfield, any other liability in connection with Delfield's products.**
    Removal or defacement of the original Serial Number or Model Number from any Unit shall be deemed to release Delfield from all obligations hereunder or any other obligations, express or implied.
    Parts furnished by suppliers to Delfield are guaranteed by Delfield only to the extent of the original manufacturer's express warranty to Delfield. Failure of the Original Purchaser to receive such manufacturer's warranty shall in no way create any warranty, express or implied, or any other obligation or liability on Delfield's part in respect thereof.
    If shipment of a replacement part is requested prior to the arrival in the Delfield factory of the part claimed to be defective, the Original Purchaser must accept delivery of the replacement part on a C.O.D. basis, with credit being issued after the part has been received and inspected at Delfield's plant and determined by Delfield to be within this Warranty.
    Under no condition does this Warranty give the Original Purchaser the right to replace the defective Unit with a complete Unit of the same manufacturer or of another make. Unless authorized by Delfield in writing, this Warranty does not permit the replacement of any part, including the motor-compressor, to be made with the part of another make or manufacturer.
    No claims can be made under this Warranty for spoilage of products for any reason, including system failure.
    The installation contractor shall be responsible for building access, entrance and field conditions to insure sufficient clearance to allow any hood(s), vent(s) or Unit(s), if necessary, to be brought into the building. Delfield will not be responsible for structural changes or damages incurred during installation of the Unit or any exhaust system.
    Delfield shall not be liable in any manner for any default or delay in performance hereunder caused by or resulting from any contingency beyond Delfield's control, including, but not limited to, war, governmental restrictions or restraints, strikes, lockouts, injunctions, fire, floods, acts of nature, short or reduced supply of raw materials, or discontinuance of the parts by the original part manufacturer.
    Except as provided in any Additional Four Year Protection Plan, if applicable, and the Service Labor Contract, if applicable, the foregoing is exclusive and in lieu of all other warranties, whether written or oral, express or implied. This Warranty supersedes and excludes any prior oral or written representations or warranties. Delfield expressly disclaims any implied warranties of merchantability, fitness for a particular purpose or compliance with any law, treaty, rule or regulation relating to the discharge of substances into the environment. The sole and exclusive remedies of any person relating to the Unit, and the full liability of Delfield for any breach of this warranty, will be as provided in this warranty.
    Other than this Delfield Standard One Year Limited Warranty, any applicable Delfield Additional Four Year Protection Plan or applicable Delfield Service Labor Contract, the Original Purchaser agrees and acknowledges that no other warranties are offered or provided in connection with or for the Unit or any part thereof.
    In no event will Delfield be liable for special, incidental or consequential damages, or for damages in the nature of penalties.
12. **Applicable Law.** Variation of Terms. The rights and obligations of Seller and Buyer under an order shall be governed by the laws of the state where accepted by Seller. No waiver, modification, or addition to any of the terms of this order shall be binding on Seller unless made in writing by The Delfield Company. The provisions of an order are intended by Buyer and Seller as a final expression of their agreement and are intended also as a complete and exclusive statement of all terms applicable to Buyer's order.