# WARRANTY

## Terms & Conditions

**SHIPMENT:** F.O.B. Warehouse - Plainfield, IN 46168

**SHIPPING CLASS:** 150 - Insured Cargo FOB Plainfield, IN

**TERMS:** 2%-10 days OR Net 30 days upon approved credit. All Remote, Gelato, Seafood, KGV and Custom cases are available by Special Order and require a 25% non-refundable deposit.

**RETURN:** All returns are subject to a minimum of 35% restocking fee. ** All merchandise must have a return merchandise authorization (RMA) issued by MVP Group LLC **. Units must have original packaging, and never have been connected to a utility and in a resellable condition.

**PRICING:** All prices shown are list. MVP Group LLC assumes no responsibility for carrier rates or charges, nor will it make any allowance for prices from freight charges. Prices are subject to change without any notice, and as exist at time of shipment. Export duties and overseas shipping costs not included in prices listed.

**DAMAGES:** Merchandise must be inspected prior to the carrier leaving your premises. Damage must be noted in writing on the BOL and pictures must be taken at this time.

- For any goods shipped prepaid by MVP Group LLC, and the goods are damaged and/or lost in transit, please call the Logistics Department at MVP Group LLC immediately (1-888-275-4538).
- MVP Group LLC will not be held responsible for damages that are not notated on the BOL or not reported within 5 business days of being delivered.
- For goods shipped via 3rd party carrier, any claim for damages or loss must be made by the consignee directly with the carrier. MVP Group LLC assumes no responsibility for damage or loss while in transit.

**SHIPMENT:** Whenever feasible, preferred carrier will be used, however we reserve to the right to ship via any responsible carrier. Rate charges or discrepancies are between carrier and consignee. Returns are not acceptable unless authorized by the corporate head office, in writing, and an RMA is issued.

These conditions are the terms upon which an order is accepted and constitutes an Agreement of Sales. MVP Group LLC assumes no responsibility for the product when misused, abused, or incorrectly applied. In any such instance, the warranty becomes null and void.

## One Year Parts & Labor Warranty*

MVP Group LLC (HYDRA-KOOL) warrants to the original purchaser of every new HYDRA-KOOL refrigerated unit to be free from defects in material or workmanship, under normal and proper use and maintenance service as specified y MVP Group LLC and upon proper installation and start-up in accordance with the instruction packet supplied with each unit. MVP Group LLC obligation under this warranty is limited to a period of one (1) year from the date of original installation.

Any original part covered under this warranty that are determined by MVP Group LLC to have been defective within one (1) year of original installation shall be limited to the repair or replacement, including the labor charge for defective parts or assemblies. The labor warranty shall include standard straight time labor charges only and reasonable travel time, as determined by MVP Group LLC.

Warranty shall not cover standard wear and tear parts which include door gaskets, incandescent bulbs, LED lamps, or flourescent bulbs. Warranty also does not cover issues caused by improper installation or lack of basic preventative maintenance which includes, but not limited to regular cleaning of condenser coils.

## Additional Four Year Compressor Warranty

In addition to the one (1) year warranty stated above, MVP Group LLC hereby warrants its hermetically and semi-hermetically sealed compressors to be free from defects in both material and workmanship under normal and proper use and maintenance service for a period of four (4) additional years from the date of original installation, but shall at no times exceed five (5) years after shipment from the manufacturer.

Compressors determined by MVP Group LLC to have been defective within this extended time period will, at MVP Group LLC option, be either repaired or replaced with a compressor or compressor parts of a similar capacity.

The four (4) year extended compressor warranty applies only to hermetically and semi-hermetically sealed parts of the compressor and does not apply to any other parts or components, including, but not limited to: cabinet, paint finish, emperature control, refrigerant, metering device, driers, motor starting equipment, fan assembly or any other electrical component, etc.

*RESIDENTIAL APPLICATIONS: MVP Group LLC. assumes no responsibility nor liability for any parts, or labor coverage for component failure, or other damage resulting from installation in residential or non-commercial applications.

This part and labor warranty is the sole warranty policy offered by MVP Group LLC. MVP Group LLC sole obligation under this warranty is limited to either repair or replacement of parts and is subject to the limitations listed below.

1. MVP Group LLC will bear no responsibility or liability for any equipment which has been misapplied, mishandled, misused, subjected to harsh chemical action, or external causes such as the use of extension cords, electrical power flu tuations, lack of proper maintenance, non-factory approved revisions or modification , or equipment damaged by fire, flood, or other acts of God.

2. MVP Group LLC will bear no responsibility for consequential loss or damages such as, including but not limited to, economic loss, profit los , personal injury, property damage, damage during transit, losses or damages arising from food or product spoilage claims.

3. MVP Group LLC shall bear no responsibility for parts or labor coverage for component failure or other damages resulting from improper usage, installation, or maintenance as described in the owner's manual.

4. Exceptions to 1 (1) year part warranty other than additional four (4) year compressor warranty: Light bulbs and door gaskets are limited to 90 day warranty period, parts only.

5. MVP Group LLC equipment is intended for commercial use only and this warranty is void if the equipment is installed in other than commercial applications.

6. All other warranties, either express or implied, arising under law or equity or custom of the trade, including but not limited to, warranties or merchantability or fitness or a particular purpose, are excluded. MVP Group LLC's liability on any claim, including but not limited to negligence, shall not exceed the price of the equipment that gives rise to the claim. HYDRA-KOOL is a registered trademark of MVP Group LLC.

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