# TERMS & CONDITIONS - WARRANTY

## GENERAL INFORMATION

- These Terms and Conditions supersede all previous Terms and Conditions and are incorporated into any quotation, purchase order or invoice supplied to customer (Customer) and apply to any and all "goods and materials" (Goods) sold or provided by Channel Manufacturing (Channel).
- All prices shown shall be paid by Customer in U.S. Dollars. Customer shall pay Channel as set forth per Channel's invoice(s).
- All prices, specifications and discounts are subject to change without notice. Channel reserves the right to make changes to Goods in, but not limited to, design or material when deemed necessary and at their sole discretion. This also extends to, but is not limited to, policies, procedures agreements, etc.
- All Goods are priced and shipped F.O.B. Channel's respective factory (Port Washington, NY or Medley, FL) and all freight and shipping charges are the responsibility of and shall be paid by Customer. Manner of shipping and routing of shipments is at the discretion of Channel, unless directed otherwise in writing by Customer and agreed to in writing by Channel.
- Purchase orders may be sent to Channel via either of the following means:
  - Emailed (preferred) to: orders@channelmfg.com
  - Faxed to: (516) 944-0625
  - Mailed to: Channel Manufacturing

    55 Channel Drive
    Port Washington, NY 11050 USA
- All orders are contingent upon Channel's acceptance.
- Channel's prices are exclusive of Federal Excise, Municipal, Usage or any and all other taxes. Customer shall have the sole responsibility for payment of all such taxes with respect to the purchase of any Goods. If the sale of Goods is subject to state sales tax, or other charge, Customer shall pay such tax or charge upon the request of Channel. If Customer is a tax-exempt entity, Customer shall present all appropriate documentation for any tax exemption to Channel prior to placing its order.
- Payment Terms: Customer shall pay all invoices in U.S. Dollars within thirty (30) days from the date of Channel's invoice, unless otherwise specified on the invoice.
- Channel will ship via requested carrier when possible, otherwise a carrier of Channel's choice will be selected. Freight charges, including but not limited to, freight charge differences, waiting fees, accessorial fees (lift gate, lumper, special handling, etc.) are the responsibility of Customer.
- Goods ship from Channel's factory in first class condition. Title to the Goods and any risk of loss associated with the Goods shall pass to Customer at the time of delivery of the Goods to the carrier for shipment to Customer. In the event Customer or its agent or representative picks up the Goods at Channel's factory or Channel delivers the Goods, title and risk of loss pass to Customer at the time of pick up by Customer, its agent or representative or shipment by Channel. With regard to Goods that are returned to Channel, title and risk of loss remains with Customer until receipt and acceptance of the Goods by Channel. All claims for damage and shortage in transit shall be made by Customer with the carrier, and Customer holds Channel harmless for all such claims.
- All orders are shipped Prepaid and Add unless otherwise specified and approved by Channel.
- All weights listed are estimated.
- Minimum charge for any single transaction is $25.00 Net, exclusive of freight or accessorial charges.
- No part of this catalog may be reproduced in any manner without written permission from Channel.
- Customer assumes all responsibilities, risks and liabilities, including but not limited to, determining the use, application, suitability and proper installation of Goods.
- Force Majeure. Channel will be excused from any delay or failure in its performance of its obligations where the delay or failure is due, in whole or in part, directly or indirectly, to a cause beyond Channel's reasonable control including, without limitation, labor difficulties, riots, fire, weather, casualty, accidents, acts of God, acts of terrorism, civil disorder, war, shortage of labor or materials or governmental acts or restrictions. Upon any of the above events, Channel will have the additional right to extend the time to provide the Goods or to cancel any open purchase orders without any resulting liability to Channel.

## RETURNS

- Only "stock" Goods in new and unused condition, original packaging, and palletized will be considered for return. Stainless steel, custom-manufactured and low volume Goods will NOT be accepted and are NOT eligible for return.
- To return Goods, Customer must contact Channel within thirty (30) days of the date on Channel's invoice to request a Return Authorization (RA) number and provide photos per Channel's direction. No returns will be accepted without an RA number.
- All Goods, if accepted for return, will be subject to a minimum forty percent (50%) or $100.00 restocking charge, whichever is greater. Channel has sole discretion to determine, after examination, whether returned Goods are defective or eligible for return. Customer's sole remedy for returned Goods that have been found to be defective or eligible for return shall be either, in Channel's sole discretion: (a) repair of the returned Goods, (b) replacement of the returned Goods; or (c) reimbursement via credit memo of the amount paid by Customer for the returned Goods, subject to the restocking fee.
- All freight or express charges are the responsibility of the customer and must be prepaid.
- All Goods must be properly packed to prevent damage in transit. The RA number must be clearly written and visible on all cartons, or on two (2) adjacent sides of the packaging of each pallet.

## CREDIT & COLLECTION

- No Goods will be shipped to any Customer that is not in good standing with Channel.
- If Channel finds it is necessary to turn a Customer over to collections, all charges incurred by Channel in doing so will be the responsibility of the Customer.

## WARRANTY

- Channel warrants to the original purchaser of a piece of new Channel equipment, the equipment thereof, to be free from manufacturer's defects in materials or workmanship, under normal and proper use in a traditional food service application, and upon proper installation and maintenance, for a period of:
  - Economy Series – One (1) year from date of Channel's invoice.
  - Standard Series – Five (5) years from date of Channel's invoice.
  - LifeTime Tough Series – limited lifetime from date of Channel's invoice.
- All warranty claims must be made directly through Channel. All claims must include: model number, proof of purchase of the equipment, photos of items and any applicable information supporting the existence of an alleged defect.
- Channel's sole obligation under this warranty is limited to, at the sole discretion of Channel, either repair or replacement, subject to the additional limitations below:
- Warranty does not cover casters or standard wear parts.
- Warranty does not cover freight charges.
- Warranty does not cover damage due to shipping / logistics.
- Warranty does not cover profit loss, food loss, economic loss, or any special, direct, indirect, consequential or inconsequential damages.
- Any changes or alterations of original equipment or parts voids warranty.
- Warranty does not apply to occurrences due to neglect or abuse of equipment and / or improper installation and maintenance, as determined by Channel. The Channel product must not be loaded beyond the product's intended capacity, as determined by Channel.
- Channel warrants that the aluminum products listed in their most recent product reference guide (casters and other fastening devices excluded) will not rust for the period of time the original purchaser owns it, provided the products are used within the following guidelines; (a) the Channel product must be used in a traditional food service application (b) the Channel product must be cleaned and properly maintained on a regular / periodic basis (every 3 to 4 weeks) following recommended industry standards, using an appropriate cleaning agent, in accordance with the instructions for use printed on the cleaning agent's label.
- Claims must be sent to: sales@channelmfg.com or to Channel Mfg. - 55 Channel Dr. - Port Washington, NY 11050. If requested, the damaged product will be returned to the above address at the owner's expense for inspection and approval.
- This warranty does not apply to, and Channel is not responsible for, any warranty claims for products sold, installed, or used outside the United States.

01/2023