TERMS AND CONDITIONS

The terms and conditions set forth below together with those appearing on the face of the Acknowledgement (the "Order") constitute the complete and exclusive agreement between Perlick Corporation and the Buyer pertaining to the goods and/or services identified in the Order. If there is a discrepancy or conflict between any exhibit or supplement to the Order and these terms and conditions, these terms and conditions shall control. The Order is intended by Seller and Buyer to be the complete, exclusive, and final statement of their agreement. Any changes to an Order must be in writing and signed by Perlick and Buyer.

TERMS NET 30 DAYS

Payment by Visa, MasterCard or Discover card accepted or cash in advance unless prior accommodations have been made with our Credit Department. Please direct inquiries for detailed information to our Credit Manager. All sales, excise, or similar taxes required by law to be collected or paid by seller shall be in addition to prices quoted unless an appropriate Tax Exemption certificate is furnished. All goods are sold F.O.B. factory. Except for otherwise provided, Perlick will not be responsible for freight, transportation, insurance, shipping, storage, handling, demurrage or similar charges. Invoices are payable in full in thirty (30) days following the invoice,s date of issuance. If by the terms of sale credit is extended, Perlick reserves the right to revoke such credit if buyer fails to pay for any products when due and may demand payment prior to the commencement of any further shipment.

WAIVER

Any waiver of strict compliance with the provisions of an Order must be in writing. No such waiver shall be construed as a waiver of any other term or condition except as provided in writing, nor as a waiver of any subsequent breach of the same term or condition.

METHOD OF SHIPMENT

All shipments are carefully packed and labeled. Crates, boxes and cartons used are of approved weight and strength. Freight rates are based upon 100 pound minimum.

LOST and DAMAGED MERCHANDISE

THE RESPONSIBILITY OF THE PERLICK CORPORATION CEASES UPON ACCEPTANCE OF ITS PRODUCTS BY THE CARRIER. Any damage or loss sustained in shipment is the carrier's responsibility. Before giving the carrier a clean receipt at time of delivery, make sure you receive every item on the bill and inspect every carton, crate and box for concealed damage, i.e., broken boards, crushed or punctured cartons, torn cardboard. IF ANY ITEMS ARE SHORT OR DAMAGED, DO NOT ACCEPT THE SHIPMENT UNLESS THE CARRIER MAKES A NOTATION OF THIS ON YOUR FREIGHT BILL. Then request an inspection. Do not destroy the packing materials. If their agent does not make an inspection within five days, advise the carrier via letter that you notified them regarding the matter and they have failed to act. You will need this letter to support your claim. Then file a claim for your loss. When you give the carrier a clean receipt, you accept the total responsibility for the shipment. UPS shipments are insured individually and UPS will replace all merchandise that is lost or damaged.

RETURN OF MERCHANDISE

Do not return any merchandise without our approval. Merchandise returned without a return merchandise authorization number will not be accepted at Perlick. Used, discontinued, and certain custom made items cannot be returned for credit. These custom items include non-catalog products (specials) as well as custom assembled catalog products. Catalog items are designated as non-returnable on the price list page on which they appear. Items returned must be in new condition and packaged in their original carton or crate. Freight charges must be prepaid on all return shipments.

When a return is authorized, a credit may be allowed pending an examination of the returned goods. The amount of the restocking charge will depend on the condition of the equipment. The minimum restocking charge for glasswashers, bottle coolers, frosters, direct draws, cooler series back bars and accessory parts is 20%. The minimum restocking charge for custom series cabinets is 50%. The minimum restocking charge for unassembled, freestanding underbar stainless steel modules is 20%. Assembled underbar modules are considered custom products and are not returnable for credit. The restocking charge on the item returned is either a percentage of the value of the item or $35.00, whichever is greater.

ONE YEAR PARTS WARRANTY

Perlick products are guaranteed against defects in both material and workmanship for a period of one year from date of sale. Defective parts will be replaced on a no-charge basis, F.O.B. our factory, when adjudged defective upon inspection. We are not responsible for parts damaged by alteration, unauthorized service, accident or abuse. All costs incident to replacement, to include freight, labor and/or loss of sales, must be borne by the user.

ONE YEAR LABOR WARRANTY

In addition to Perlick's one year parts warranty and five year compressor warranty, ALL PERLICK REFRIGERATION SYSTEMS are offered with a one year labor warranty at no extra charge. Perlick's one year labor warranty provides that Perlick will pay for the cost of any labor to replace any defective part for up to one year after installation, subject to the following terms and conditions:

(A) Parts returned to Perlick shall be returned freight prepaid and shall be identified with Perlick's serial number and return authorization number.

(B) Improper operation due to voltage variances, inadequate wiring and physical damage is the responsibility of the purchaser. They are not manufacturing defects.

(C) Condenser coils shall be cleaned regularly. Failure to provide an adequate flow of cooling air will void this warranty.

(D) Factory-specified maintenance and installation will be provided by the selling dealer who shall also be responsible for the installation and set-up of these products in accordance with local plumbing, refrigeration and electrical codes.

Perlick's one year labor policy applies to the United States and Canada. IT DOES NOT APPLY TO REFRIGERATION SYSTEMS ADDED BY OTHERS (remote systems) or any part which has been subject to misuse, neglect, alteration, accident, or to any damage caused by transportation, flood, fire or other acts of God.

SECOND YEAR EXTENDED PARTS & LABOR WARRANTY

Perlick's 1 year parts and labor warranty can be extended to two years with the purchase of a two year parts and labor warranty. To obtain this protection, order as follows:

Part No.	Description	Net Price
730	2nd year extended parts and labor warranty for Refrigeration products	**$163.00**
730G	2nd year extended parts and labor warranty for Glasswashers	**$197.00**

FOUR YEAR ADDITIONAL COMPRESSOR WARRANTY
(Self Contained Units)

The Perlick Corporation will warrant to the original user the sealed-in mechanism consisting of the motor compressor and component parts within the sealed housing of the condensing unit for an additional period of four years following the regular one-year warrant period. This plan applies to the compressor only, installed within the United States and Canada.

Perlick's 1 year parts labor/service policy applies to the United States and Canada. It does not apply to refrigeration systems added by others (remote systems) or any part which has been subject to misuse, neglect, alteration, accident, or to any damage caused by transportation, flood, fire or other acts of God.

Perlick's 1 year parts & service/labor warranty provides that Perlick's registration card be completed and mailed within ten days after the date of installation. Failure to reply promptly could void Perlick's labor/service warranty.

EXPORT–1 Year Parts Only.

EXCLUSION OF WARRANTIES

EXCEPT AS PROVIDED ABOVE PERLICK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON INFRINGEMENT.

WARRANTY CONTACT INFORMATION:

Technical Service (Partstown) phone number: 844-411-8050

Technical Service email (Partstown): servicedept@perlick.com

Warranty Claim Submissions (Perlick): warrantyinvoice@perlick.com

LIMITATION OF REMEDIES AND DAMAGES

If Buyer makes a valid and timely claim as outlined above, Perlick's liability and Buyer's remedies under this agreement will be limited solely to labor charges authorized and/or replacement or credit, at Perlick's option, with respect to Products returned at Buyer's expense within thirty (30) days after warranty repair. PERLICK'S LIABILITY WILL IN NO EVENT BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE RETURNED PRODUCTS. PERLICK WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LABOR COSTS EXCEPT AS COVERED UNDER OUR WARRANTY, LOST PROFITS OR THE LOSS OF PERISHABLE PRODUCTS RESULTING FROM THE USE OF OR INABILITY TO USE OUR PRODUCTS OR FROM OUR PRODUCTS, INCORPORATION INTO OR BECOMING A COMPONENT OF ANY OTHER PRODUCT. NEITHER PARTY WILL HAVE ANY NEGLIGENCE OR OTHER TORT LIABILITY TO THE OTHER, OR TO ANY THIRD PARTY, ARISING FROM ANY BREACH OF THIS AGREEMENT.

GOVERNING LAW; JURISDICTION

The terms and conditions of an order are to be governed and construed according to the laws of the State of Wisconsin, without regard to conflict of laws principles. Buyer hereby consents to the jurisdiction and venue of the courts located in Milwaukee County, Wisconsin.

NOTE - Perlick is committed to continuous improvement. Therefore we reserve the right to change prices, specifications and policies without prior notice.