# LIMITED TWO YEAR WARRANTY

**FWE / Food Warming Equipment Company, Inc.** (Seller) warrants to the original purchaser, subject to the exceptions and conditions below, that FWE manufactured equipment shall be free from defects in material or factory workmanship, under ordinary use for the purpose for which it is designed. The effective warranty period is as follows:

**PARTS:** Seller will furnish without charge to the original purchaser, FOB Sellers' factory, replacement parts for repairs to all new standard catalog products and factory custom / modified units, which in Seller's sole judgment, prove defective in materials or workmanship under normal and proper use with the reserved right to request the return of any part claimed to be defective, prior to issuing replacement part or authorizing warranty service, for a period of two (2) years from date of original shipment from Seller's plant, except for equipment used in a ***Correctional Environment / Facilities, which is warranted for a period of one (1) year from date of original shipment from Seller's plant.***

**LABOR:** Seller's labor warranty shall be performed by a Seller-approved Service Agency who must contact Seller to obtain a Warranty Service Authorization (WSA) number prior to performing any repairs. If service is required during overtime periods, the difference between overtime and standard labor rates shall be paid by the purchaser. Seller does not assume any responsibility for any charges not expressly authorized, incidental to the repair or replacement of equipment covered by this warranty, nor charges exceeding, in Sellers sole judgment, normal and customary amounts. Only approved travel charges will be allowed. Seller's labor warranty shall be from the date of original shipment date from Seller's plant for a period of one (1) year, except for equipment used in a ***Correctional Environment / Facilities which is warranted for a period of six (6) months.***

This warranty is for normal usage and does not apply to any product or parts thereof that have been misused, altered, or where Seller's operating instructions or specific voltage is not observed; nor shall this warranty apply to defective products or parts resulting from accident following date of original shipment, nor extend to or cover removal, installation, reinstallation or calibration, or service calls or cost of repairs undertaken by a customer. This warranty is also subject to the following:

1.] Customer returning the warranty registration card, accompanying Sellers original shipment, to Seller within thirty (30) days of receipt;
2.] Giving immediate notice of any allegedly defective part or product to Seller; and
3.] Customer, at Sellers request, returning said defective parts or product to Seller.

This is the sole warranty applicable to the merchandise. It is expressly understood that Seller's liability hereunder is limited to the repair or replacement, at Seller's option, of products or parts, defective materials or workmanship as provided above. Seller's judgement as to the cause and nature of any defect will be final. Seller shall in no case be responsible for special or consequential damages or any other obligation or liability with respect to products sold by Seller.

This warranty, as stated above, applies to equipment installed in the Continental United States. FWE equipment installed outside the Continental United States shall carry parts coverage only. All labor costs are approved on a discretionary basis, based on like repairs in the Continental U.S. This warranty shall stand in whole or in part as allowed by law. Any exclusion of a part of this warranty, as may be allowed by law, shall not void balance of warranty.

**This is a limited warranty pursuant to the Consumer Product Warranties Act, 15 U.S. Code. section 2303. © 2019 Food Warming Equipment Co., Inc.**

# TERMS & CONDITIONS OF SALE

1. **ACCEPTANCE:** All orders are subject to acceptance at Home Office of FWE / Food Warming Equipment Company, Inc. (Seller), under the following terms and conditions of sale, regardless of any variance of any order form or other conditions or document submitted by Buyer. The issuings of a purchase order from Buyer is a binding agreement of acceptance of Sellers Terms and Conditions, regardless of any variance of terms as stated in the Buyer's purchase order . All orders are subject to changes and prices in effect at time of delivery, together with transportation costs and applicable taxes. Receipt of our price list does not constitute an offer to sell. No modifications of these terms and conditions shall bind Seller unless expressly stated in writing by Seller. A factory acknowledgement shall be issued by Seller and order shall become binding. Representative, Dealer or Distributor is not authorized to bind orders or obligate Seller.
2. **SHIPMENTS:** Unless otherwise expressly agreed in writing, all prices are F.O.B. Seller's factory. Delivery dates are approximate, subject to normal variations customary in the industry, and unforeseen delays and/or acts of God or war. Seller shall not be liable for any damages to Buyer as a result of delayed shipment. When routing is not specified by Buyer, shipments will be routed by Seller. Shipping weight may vary due to crating material and methods.
3. **PRICES:** Prices are subject to change without prior notice. Prices do not include any applicable federal, state city, or local manufacturers excise, sale, use or other taxes. Unless a completed and signed applicable tax exemption certificate is provided, or on file, Seller may be imposed upon by Governmental authorities to asses and add to the price of goods taxes that are to be paid by Buyer. In absence of either, it is assumed that and it is the responsibility of Buyer to self asses and remit all applicable tax to the appropriate authorities. Additional costs incurred due to changes requested by Buyer, after Seller has acknowledged and scheduled order, will be chargeable at reasonable, customary fees for such changes.
4. **PAYMENT:** Invoices payable in US dollars, only. **Open account terms are Net 30 days from date of invoice, subject to Seller's credit department approval.** Modified or customized units may require a deposit of 50%, and up to 100% of total. Custom equipment is not returnable. As allowed by law, past due invoices are subject to 1-1/2% carrying charge per month on unpaid balance (18% per annum), in order to reimburse Seller for estimated administrative and other costs associated with delinquent accounts. Buyer agrees that such a charge is a fair and reasonable estimate of the costs Seller will incur by reason of Buyer's being in default, and that ascertaining Seller's actual damages would be impracticable. This charge is not an alternative performance provision. In the event Buyer defaults in the terms of payment, Seller may recover from Buyer all costs of collection, including without limitation reasonable attorney's fees, whether or not such collection includes the commencement of a lawsuit.
5. **SUSPENSION OF SELLER'S PERFORMANCE:** If buyer is past due in payment of any amount owing to Seller, or if in Seller's judgement reasonable doubt exists as to Buyer's financial responsibility, Seller reserves the right, without liability, to suspend performance, decline to ship, or recall any merchandise in transit until Seller receives payment of any and all amounts owed to Seller.
6. **DESIGN AND SPECIFICATIONS:** FWE, Food Warming Equipment Company, Inc. reserves the right to make changes in design and specifications or add improvements on our equipment. The right is also reserved to modify our equipment because of factors beyond our control and government regulations. Seller makes no representation that the product complies with any present or future federal, state, or local regulations. Compliance is Buyer's responsibility. If certification labels by approved testing agencies are required, consult with factory prior to ordering. Seller shall in no case be responsible for special or consequential damages or any other obligation or liability with respect to products sold by Seller. ***(Prices, dimensions, specifications, capabilities, and accessories are subject to change without notice.)***
7. **CUSTOM ORDERS:** Once custom / or modified products have been scheduled for production, orders cannot be changed or cancelled. Custom and/ or modified products may not be returned.
8. **RETURNS:** Merchandise may not be returned, unless specifically authorized in writing and given a return materials authorization (RMA) number by Seller. Invoice must be paid in full prior to Seller issuing an RMA. All equipment must be original crating or better and it is the responsibility of buyer to assure all returns are protected from damage(s). All transportation charges are to be prepaid by Buyer. Credit to Buyer will be issued minus a restocking charge (contact factory for restocking charge) based on Net invoice amount of equipment, together with any other costs necessary to restore the item to first class condition. ***(Custom and / or modified equipment, equipment built to Buyers specifications, and used equipment is not returnable.)***
9. **DAMAGE CLAIMS:** All goods shipped from factory on behalf of Buyer are at Buyer's risk. If a shipment is lost or damaged in transit, Buyer must make his claim directly with the carrier. Seller's responsibility ceases upon receipt of Bill of Lading from carrier. Visible damage should be noted on carrier's receipt, and after merchandise is unpacked and inspected, any claim for damage must be filed promptly with the delivering carrier by Buyer. In cases of concealed damage, save all packaging, immediately notify carrier of intention to file a claim. All orders for replacement merchandise due to freight damage will be invoiced under Seller's regular terms. Any reimbursement or credit is the responsibility of the freight company. Buyer may not withhold payment of Seller's invoice because of pending freight claim settlement.
10. **TITLE AND RISK OF LOSS:** Full risk of loss and title passes to Buyer upon delivery of the merchandise to a carrier at the F.O.B. point. Buyer grants seller a security interest in the merchandise to secure payment in full, together with a power of attorney to execute and file in Buyer's name any necessary financing statements to perfect such security interest. Upon Buyer's default in payment, Seller may repossess the merchandise, and Buyer agrees to return same to Seller. Additionally, Seller may pursue any other remedies available to law.

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FWE products may be covered under one or more of the following U.S. patents: 288,299;238,300;3,952,609;4,192,991. All rights reserved. All specifications subject to change without notice. Errors subject to correction.
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