REFRIGERATION SUPPLIES DISTRIBUTOR TERMS AND CONDITIONS

- 1. Standard payment terms are NET 30, invoices are due 30 days from invoice date.
- 2. Purchaser or agent on behalf of purchaser, in the event of default, shall pay collection costs including a reasonable attorney's fee.
- 3. Service charge of 1-1/2% per month (18 PERCENT PER ANNUM) shall be imposed on amounts due that become past due, but not to exceed highest legal rate allowed by law.
- 4. All merchandise returned for credit is subject to our acceptance and a 20% minimum restocking charge.
- 5. LIMITED WARRANTY. We warrant the material or equipment supplied hereunder to the extent of the Factory Warranty, to be free from defects in materials and workmanship. This warranty is extended only for the benefit of buyers for resale or of buyers who use the items in business or commercial operations. Liability in all events is limited to the purchase price paid and liability under the aforesaid warranty is limited to replacing or repairing any part or parts which we find to be defective upon our inspection and which are returned to us freight prepaid within ten days from your receipt of the items. We will not accept responsibility for loss or damage to items sold F.O.B. shipping point which occurred after delivery to a common carrier. In no event will we be responsible for consequential, indirect, or special damages or for an amount in excess of the invoice price of the defective item. Our acting as representatives of a manufacturer in connection with a warranty shall not make us a cowarrantor.

DISCLAIMER; No warranty of merchantability or fitness for a particular purpose, or affirmation of fact or other warranty, express or implied, other than the aforesaid is made or authorized by Refrigeration Supplies Distributor.