

## PIPER PRODUCTS, INC. TERMS AND CONDITIONS

**ACCEPTANCE:** All orders are subject to acceptance by Piper Products, Inc. in accordance with their terms. All orders accepted will be invoiced at the then current selling price. When deemed necessary, Piper Products, Inc. reserves the right to make design changes or add any improvements on equipment. All orders must be accompanied by written purchase order, stating model number, electrical specifications and shipping instructions.

**ORDER CANCELLATION:** Once an order has been entered into the production schedule and a written cancellation is received, there will be a cancellation charge of up to 15%. Orders for custom equipment cannot be cancelled.

**PRICES:** All prices and specifications are subject to change without notice. All prices are subject to any federal, state or local taxes, which may be applicable. Any such tax shall be the responsibility of the buyer.

**SHIPMENT:** Piper Products, Inc. reserves the right to select the manner and route of shipment, unless the customer furnishes exact written shipping instructions in advance. All shipments shall be F.O.B. Wausau, Wisconsin 54401.

**RETURNS:** Our written authority must be obtained before returning any merchandise within 5 days of invoice and be marked with the RMA number obtained from the factory. All shipped transportation charges must be prepaid. All equipment must be received in original packaging. Modified and/or customized equipment cannot be returned. Returns are subject to a restocking charge of 20%.

**DAMAGED MERCHANDISE:** Notify CARRIER in the event of lost or damaged shipments whether apparent at time of delivery or concealed damage discovered after unpacking. File your complaint the same day as the date of receipt, with the CARRIER, not with the Factory. Our responsibility ceases when the shipment is delivered to and/or accepted by an authorized carrier.

**PAYMENT TERMS:** Terms of payment are net 30 days from invoice date. Five percent (5%) cash with order discount (on equipment only) available when payment is received with order (this is a requirement for first time equipment sales until an open account has been established).

## **PIPER PRODUCTS, INC. LIMITED WARRANTY**

Piper Products, Inc. warrants to the original purchaser that its equipment will be free from defects in the materials and/or parts for a period of 12 months from date of shipment.

The purchaser is responsible for having equipment properly installed, operated under normal conditions with proper supervision and to perform periodic preventative maintenance. Equipment failure caused by inadequate water quality, improper cleaning, harsh chemicals, or acids are not covered under warranty.

The manufacturer's obligation under this warranty shall be the replacement or repair of defective parts within the warranty period. Excessive labor (more than 1/2 hour) required to access Piper equipment built into cabinets, tables or structures by others, is NOT covered under labor warranty. Example: Piper multiple or single-well food wells. All labor shall be performed during regular working hours. Overtime premium will be charged to buyer. After thorough examination, the decision of the Piper Products Service Department shall be final. Recalibration is not under warranty.

Any defective parts to be repaired or replaced must be returned to Piper Products, Inc. 300 South 84<sup>th</sup> Avenue, Wausau, WI 54401, transportation charges prepaid, and they must be properly packed and tagged. The serial and model number of the equipment and date of original installation of such equipment must be given. However, after one year we will not assume any responsibility for any expenses (including labor) incurred in the field incidental to the repair or replacement of equipment covered by this warranty. Our obligation hereunder to repair or replace a defective part is the exclusive remedy for breach of this warranty; and we will not be liable for any other damages or claims, including consequential damages.

If, upon inspection by Piper Products, Inc. or its Authorized Service Agency, it is determined that this equipment has not been properly installed, has not been used in an appropriate manner, has been modified or has not been properly maintained, the warranty will be void. Also, if the nameplate or other identifying marks have been removed, defaced or changed or the unit has been repaired or altered by persons other than expressly approved by Piper Products Inc., the warranty will be void. If the equipment has been subjected to misuse or misapplication, neglect, abuse, accident, damage during transit or delivery, fire, flood, riot or acts of God, then this warranty shall also be void. When any situation occurs which voids the warranty the manufacturer shall not be liable for any damage to any person or any property which may result from the use of the equipment thereafter.

Warranty is limited to Piper manufactured products only and does not apply to other equipment which may be connected to or installed within.

No representative, dealer, distributor or any other person is authorized or permitted to make any other warranty or obligate Piper Products, Inc. to any liability not strictly in accordance with this policy.

This warranty is in lieu of all other warranties expressed or implied, including any warranty of merchantability and fitness for a particular purpose. Piper Products does hereby exclude and shall not be liable to purchaser for any consequential or incidental damages including but not limited to damages to property, damages for loss of use, loss of time, loss of profits or income, resulting from any breach of warranty.

<b>A</b> ELITE
<b>B</b> REFLECTIONS
<b>C</b> STEAM TABLES
<b>D</b> DROP-INS
<b>E</b> DISPENSERS
<b>F</b> HEALTHCARE
<b>G</b> CONVEYORS
<b>H</b> SUPPORT EQUIPMENT
<b>I</b> RACKS
<b>J</b> CABINETS
<b>K</b> HEATING & HOLDING CABINETS
<b>L</b> COOK & HOLD
<b>M</b> MILLWORK
<b>N</b> BBQ MACHINES
<b>O</b> OVEN PROOFER COMBOS
<b>P</b> OVENS
<b>Q</b> PROOFERS
<b>R</b> MERCHANT- DISERS
<b>S</b> BLAST CHILLERS
<b>T</b> ANLUKER