



W.A. BROWN & SON, INC.

Standard Conditions  
Of Sale and  
Warranty Detail

W.A. Brown & Son, Inc. reserves the right to change all policies, terms, conditions and programs as deemed necessary without written notice.

## STANDARD CONDITIONS OF SALE

**W.A. BROWN & SON, INC. is hereinafter referred to as "Seller." The Distributor or Purchaser is hereinafter referred to as "Buyer."**

This order shall not be binding on Seller until received and approved at Seller's home office at Salisbury, North Carolina.

Quotations are valid for 30 days from date quoted and are subject to credit approval.

Delivery of goods to a common carrier or a licensed trucker or Buyer's driver, shall constitute delivery to Buyer and all risk of loss or damage in transit shall be borne by Buyer.

Seller reserves the right to make delivery in installments unless otherwise expressly stipulated herein. All such installments shall be separately invoiced and paid for when due without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining deliveries.

Terms are net upon receipt of invoice; subject to approval by Seller at its home office, unless other terms are expressly agreed upon in writing. Seller reserves the right at any time to revoke any credit extended to Buyer because of Buyer's failure to pay for any goods when due, or for any other reason deemed good and sufficient by Seller, and in such event all subsequent deliveries shall be paid for on delivery. Failure to comply with these terms could result in warranty on product being voided.

All past due amounts will be assessed a finance charge of 1 -1/2% per month. Should collection proceedings be instituted, purchaser agrees to pay all costs including a reasonable attorney's fee.

Requested shipping date must be noted on Buyer's purchase order for scheduling in Seller's plant. Tentative dates will not be used in scheduling. Actual shipping dates will be established by the Seller, based on plant load and material availability. Seller is responsible only for shipping within a week determined by the Seller and confirmed by Seller in writing.

Seller shall not be liable for failure to deliver, or delays in delivery, occasioned by strikes, lockouts, fires, inability to obtain materials, or shipping space, breakdowns, delays of carriers or suppliers, Governmental acts and regulations, and other causes beyond Seller's control.

Seller assumes no responsibility for any and all claims for loss, liability, or damage to this equipment, to the other property, or for any personal injury arising out of the use of these goods, or arising out of the delivery, installation, or demonstration of the aforesaid goods. Seller shall not be responsible or liable for any claims for, or relating to, mold, spores, fungus or other similar growth or bacterial presence in or around the product purchased by Buyer, including airborne particles resulting therefrom. All uses of products purchased by Buyer shall conform to the permissible uses specified by Seller.

No governmental or other specification, other than the Seller's shall be incorporated by reference herein unless a copy of said specification is attached to the proposal. Any deviation from the conditions, designs, or usages as proposed shall be at Buyer's risk, and Seller does not warrant that goods covered by this order are fit for any particular purpose except as otherwise expressly stipulated herein.

Prices are subject to change without notice at any time prior to written acceptance of order; provided, however, that accepted orders not to be delivered to Buyer until more than Ninety (90) days after the date of acceptance may be unilaterally rescinded by Seller unless Seller and Buyer have agreed to a raw materials price escalator in writing and such writing is attached hereto. Prices are F.O.B. Salisbury, North Carolina, and subject to any additional charge necessitated by any tax which Seller may be required to collect or pay upon the sale of said equipment. Seller reserves the right to invoice for said equipment. Seller reserves the right to invoice for said tax with original invoice or any date subsequent to such original invoice.

Seller reserves the right to make a reasonable charge for materials, handling, office processing or other costs accruing to the Seller as a result of order changes requested by Buyer ten (10) business days or less prior to original shipping date.

Written authorization, signed by a representative of the Seller, must be received by Buyer prior to return of any merchandise to the plant for credit, regardless of reason for return. A charge of 30% will be assessed for handling, restocking, repainting, and for any damage in returned shipment unless it is established that the Seller is at fault. In this event, this information must be included in the authorization for return.

No order shall be subject to cancellation after acceptance by Seller, except with Seller's written consent.

In the event of cancellation notice or stop work notice received by Seller, Buyer agrees to pay for all engineering work performed, all raw material, and work in process, all supplies and commitments made by Seller in connection with said order, less allowance which Seller may, in its sole discretion, make for standard components, and salvage value of material, plus any miscellaneous expenses attributable to said order, and 20% cancellation charge.

For warranty details, see the Seller's detailed warranty sheet.

This contract shall be governed by and shall be construed according to the laws of the State of North Carolina.

This contract may not be changed or terminated orally, and no change, termination, or waiver of any of its provisions shall be valid unless in writing and signed by the party against whom such claimed change, termination, or waiver is sought to be enforced.

Possession of the Seller's price sheet does not constitute an offer to sell.

### **WARRANTY DETAIL**

**(Any Warranty is subject to being void by Seller if payment terms and conditions are not in compliance with Seller's Standard Conditions of Sale .)**

#### **FIFTEEN YEAR LIMITED PANEL WARRANTY (STANDARD)**

#### **LIMITED CABINET WARRANTY**

W.A. Brown & Son, Inc. warrants to the original purchaser, the full foamed in-place aluminum and stainless steel panels manufactured and sold by it, to be free from defects in material and workmanship under normal use and service for fifteen years from the date of original installation by an authorized representative. All other panels manufactured by W.A. Brown & Son, Inc. shall be warranted against delaminating and/or insulation decay fifteen years from the date of original installation by an authorized representative. Oxidation of panels other than aluminum and stainless steel is expressly excepted from this warranty. All door hardware shall be warranted for a period of one (1) year for manufacturer defects. Labor charges not included. W.A. Brown & Son, Inc. shall warrant all hardware to be free from defects, not to involve normal wear and tear, which is reasonable and proper for a period of one (1) year from date of shipment. This Warranty does not apply to equipment which has been subjected to abuse, misuse, or acts of God and is exclusive of all freight, nor does it include labor charges. W.A. Brown & Son, Inc. may require the return of a defective part for determination of the validity of the warranty claim. Purchaser is required to notify W.A. Brown & Son, Inc. of any shortages, in writing, within ten (10) days of the receipt of the consignment.

#### **ONE (1) YEAR LIMITED REFRIGERATION SYSTEM PARTS WARRANTY (STANDARD)**

W.A. BROWN & SON, INC. warrants to the original purchaser all parts of the refrigeration system for a period of one (1) year commencing forty-five (45) days after shipment from the W.A. Brown & Son, Inc. factory.

W.A. BROWN & SON, INC. shall be liable for the wholesale cost of these parts. This warranty shall not apply to the refrigerant gas loss from the refrigeration system. W.A. Brown & Son, Inc. deems a refrigerant gas loss warranty, if any, to be the responsibility of the installing dealer or contractor. W.A. Brown & Son, Inc. assumes no product loss liability.

**ONE (1) YEAR LIMITED REFRIGERATION LABOR WARRANTY**  
(OPTIONAL AT EXTRA CHARGE)

W.A. BROWN & SON, INC. warrants to the original end user the labor for service work on the refrigeration systems for a period of one (1) year commencing forty-five (45) days after shipment from the W.A. Brown & Son, Inc. factory.

This warranty, when purchased as an optional item at the time of the original equipment purchase, will cover reasonable and proper labor charges in the repair of the refrigeration system.

The refrigerant gas is also covered under this warranty, but shall be limited to the wholesale cost, plus up to a 100% mark-up. The amount of refrigerant is limited to an amount which is ten percent (10%) above maximum pump down capacities. W.A. Brown & Son, Inc. will furnish a list of these capacities to the end user upon request.

This warranty does not apply to drains, drain heaters, electrical circuits which are external to the refrigeration equipment, fuses, adjustments to temperature controls, pressure controls or time clocks. This warranty does not cover travel time, truck charges, mileage charges, waiting time, or any holiday, weekend or overtime rates.

It is the responsibility of the end user to select or contract the service company of their choice to effect the above-mentioned repairs. However, W.A. Brown & Son, Inc. retains the right to approve or disapprove of any refrigeration service company at its sole discretion.

**FOUR (4) YEAR LIMITED CONDENSING UNIT COMPRESSOR WARRANTY**  
(OPTIONAL AT EXTRA CHARGE)

W.A. BROWN & SON, INC. warrants the condensing unit compressor only for four (4) years in addition to the one (1) year parts warranty mentioned above. W.A. Brown & Son, Inc. warrants this compressor to be free from defects in material and workmanship under normal use and service. W.A. Brown & Son, Inc.'s obligation shall be limited to repairing or replacing the compressor which proves to be defective upon purchase. This warranty shall not apply to any refrigerant gas loss from the refrigeration system. W.A. Brown & Son, Inc. deems a refrigerant gas loss warranty, if any, to be the responsibility of the installing dealer or contractor.

THE FOREGOING WARRANTIES ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION SET FORTH ABOVE. W.A. BROWN & SON, INC. NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER OBLIGATIONS OR LIABILITIES IN CONNECTION WITH THE SALE OF ITS WALK-IN COOLER OR FREEZER CABINETS, REFRIGERATION SYSTEM, CONDENSING UNIT COMPRESSOR OR ANY PART OR PARTS THEREOF.

W.A. BROWN & SON, INC. shall not be responsible for damage caused in transit, alterations by unauthorized service, negligence, abuse, misuse, damage by war, flood, fire, or acts of God.

W.A. BROWN & SON, INC. shall not be responsible for any food spoilage, product loss, transportation charges, labor or other costs in the replacement of any part or parts, or consequential damages of any kind, and the obligation to repair or replace as stated in the applicable warranty or warranties states the entire liability of W.A. Brown & Son, Inc., whether based on tort, contract warranty or implied warranty. Any and all parts replaced under any or all of the above warranties shall be F.O.B. Salisbury, NC and the maximum liability by W.A. Brown & Son, Inc. shall be the wholesale value of said part. Warranty does not cover shipping and handling, miscellaneous parts, or material.

The warranties herein stated shall not be assignable and shall be operative only in favor of the original purchaser-user. Please refer to the W.A. BROWN & SON, INC. Warranty Certificate for the exact procedure for replacing defective parts under these warranties.