



G&D CHILLERS

Terms and Conditions of Sale

Commercial terms

Delivery and shipment

- G&D Chillers, Inc. ("Seller") will deliver the goods or services specified in Buyer's order within a reasonable time (an "Order"). "Buyer" means the person, firm or corporation to whom the quotation is addressed.
- "Time is of the essence" will not apply to delivery dates.
- If Buyer requests a delay in shipment, Buyer will owe Seller any costs, expenses and losses caused by the delay.
- If Buyer does not accept delivery when tendered, Seller will store the goods at Buyer's cost. Buyer will bear the risk of loss during storage and maintain adequate insurance covering the goods while in storage.

Title and risk of loss Title and risk of loss will pass upon delivery FCA Seller facility except that Seller will retain a security interest in the goods until paid in full.

Termination

- Buyer may not, prior to shipment, terminate this Agreement, in whole or in part, without consent of Seller.
- If this Agreement is terminated for any reason, Buyer will, at least, pay Seller a termination fee equal to a pro rata portion of the purchase price based on the work completed to date (with a minimum charge of 10% of the purchase price).
- Either Party may terminate this Agreement if the other Party files for bankruptcy or liquidation, makes a general assignment for the benefit of its creditors, or a receiver is appointed for its property.

Credit terms and taxes

Credit terms and financial condition

- Payment: Fifty (50%) percent of the full price order is due upon issuing an order and fifty (50%) percent is due immediately upon shipment. All invoices must be paid in full and Buyer may not set-off any amount against what is owed.
- Seller may charge interest on any overdue sums at the lesser of 18% per annum and the maximum rate allowed by law.
- Seller may charge Buyer for all expenses associated with collection of overdue amounts, including reasonable attorneys' fees; and in case of non-payment, Seller may (without prejudice to its other rights) suspend performance under and/or terminate the Order.

Taxes Seller's quoted prices do not include any sales, use, occupation, license, excise or other taxes, permits or fees with respect to the sale, delivery or use of the goods or services. Buyer is responsible for payment of all such taxes, permits and fees except to the extent Seller provides a valid tax exemption certificate.

Security Interest Buyer grants a purchase money security interest in the goods to Seller and authorizes Seller to notify any creditors of Buyer of the existence of the security interest. Buyer authorizes Seller to file a financing statement perfecting the security interest and to make any other filings Seller deems appropriate to perfect, protect and enforce the security interest.

Warranty

Warranty Except as otherwise agreed by Seller in writing, Seller warrants that the goods and services provided by it will be free from defects in material and workmanship for the duration of the following warranty periods: for new equipment, a period of twelve (12) months from the date of initial operation not to exceed eighteen (18) months from shipment, whichever first occurs; for parts, six (6) months from the date of shipment; for services, six (6) months from the date of installation, inclusive of transportation and installation time if installed by Company or six (6) months from the date of delivery exclusive of transportation and installation time if not installed by Company. Equipment or parts manufactured by others are warranted only to the extent of the original manufacturer's warranty to Seller. The sole and exclusive remedy for any warranty claim shall be the repair or replacement of the defective goods, in Seller's sole and absolute discretion. SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Our Liabilities

Limitation of liability SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF GOODWILL, AND LOSS OF BUSINESS OPPORTUNITY; AND SELLER'S TOTAL LIABILITY UNDER OR IN CONNECTION WITH AN ORDER SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID BY BUYER TO SELLER UNDER THE ORDER. This limitation does not apply to Seller's liability to Buyer for claims or losses directly relating to Seller's actual infringement of a third party's intellectual property rights; or Seller's gross negligence or willful misconduct resulting in personal injury or damage to a third party's property.

Insurance Seller will maintain in force the insurance coverage described in the certificate of insurance provided to Buyer.

Force majeure Neither party will be liable for failing to perform any obligation in this Agreement resulting from circumstances beyond the party's reasonable control, however this clause will not excuse the payment of any sums of due Seller under any Order.

Confidentiality and data privacy

Data privacy

- Buyer understands that the goods may include technology that allows Seller to collect information regarding such goods and conduct remote diagnostic testing of such goods.
- Buyer grants Seller a transferable, sub-licensable, non-exclusive, non-revocable, worldwide right to access and use the data collected by this technology for Seller's business purposes. Seller may share such data with its affiliates, subsidiaries, and third parties. Data shared with third parties will be in an aggregate, de-identified format.
- If Seller receives individually identifiable personal information regarding Buyer from such technology, Seller will take reasonable steps to protect the confidentiality of such information and prohibit the unlawful disclosure of Buyer's personal information to third parties.

Confidentiality Neither party will disclose to third parties nor use for its own purposes any confidential information or trade secrets of the other party.

IP rights

Buyer Representations

- Buyer represents to Seller that: 1. Buyer has provided, and will promptly provide, all the information reasonably necessary to enable Seller to evaluate the requirements for performing the Agreement and to perform the Agreement, and that all such information is full and accurate; 2. all premises, plant, engineering support, spare

Terms and Conditions of Sale

parts, connected pipe work and machinery and inputs that it is required to provide for the design, engineering, installation, testing and use of the goods are fit for their purpose and of good engineering quality; 3. Buyer will fully co-operate with Seller in the design, engineering, installation, testing and use of the goods; 4. Buyer will only use the goods for their intended purpose and only in accordance with the applicable product literature; and 5. Buyer will not use any unapproved spare part, connected machinery, service or repair or use the goods in any manner as may render the goods dangerous.

- Buyer agrees that any breach of these representations will negate all Seller warranties and all obligations of Seller with respect to the quality of the Products.
- Buyer agrees that it will be liable to Seller for any costs, expenses and losses it incurs due to any breach of these representations.

IP rights and infringements: Any inventions, modifications, improvements, techniques or know-how affecting the goods, whether arising prior to the Order, or made or gained in the course of performing the Order, will belong to Seller. Seller will have no liability to Buyer for any patent, trademark or copyright infringements based on any designs, plans or other information provided to Seller by Buyer.

All documents prepared by Seller as a deliverable of the Order will be provided to the Buyer with a limited right to use, including make copies of such documents as is reasonably necessary, for the installation, maintenance and operation of the goods or services, however, nothing in the section transfers to the Buyer any of the Seller's underlying intellectual property rights including the right to make the goods or have the goods made.

Compliance with laws

Seller will comply with all applicable legal obligations. Seller assumes no responsibility for compliance with any laws or regulations applicable to the use, installation and operation of the equipment or any other matters the Seller does not control.

Other terms

Complete Agreement This Agreement and its attachments contain the entire understanding between the parties and if there is any conflict between terms of the Order and this Agreement, this Agreement will control.

Changes Any amendments to this Agreement must be agreed to in writing by the parties.

Governing Law This Agreement and rights of parties will be governed by laws of the province of Ontario excluding any conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

Assignment A party cannot assign all or any portion of this Agreement without the prior written consent of the other party.

Indemnity Buyer shall defend, indemnify and hold harmless Seller and their directors, officers, employees, agents, affiliates, and representatives (the "Indemnitees") from any third-party demand, loss, expense, and cost, including reasonable legal fees, arising out of any personal injury or impairment of health, including death, to the extent caused by Buyer's negligence


HOW TO OBTAIN WARRANTY (PRE-AUTHORIZATION REQUIRED)

**To obtain warranty service,
contact G&D CHILLERS, INC.:**

1. Email: info@gdchillers.com
2. Phone: (800) 555-0973 from 8:00AM to 5:00PM Monday through Friday Pacific Time.
3. By mail: G&D Chillers, Inc. 130 E. 1st Ave Junction City, OR 97448



WARRANTY START-UP CHECKLIST

Jobsite:			Tech Company:	
Chiller Model:			Technician:	
Chiller Serial #:			Start-Up Date:	
FOLLOWING START-UP OF CHILLER, PLEASE SEND A COPY OF COMPLETED FORM TO G&D TECH SUPPORT				
CHILLER CLEARANCES (Include photos for warranty)	FRONT:	BACK:	LEFT:	RIGHT:
CHILLER MOUNTING (Anchor required)				
GLYCOL/DYNALENE MIXTURE %				
GLYCOL/DYNALENE LEVEL (Reservoir % Full)				
PHASE/VOLTAGE				
VOLTAGE TO GROUND (Note: High Leg to L2)	L1:	L2:	L3:	
PUMP ROTATION				
GLYCOL PRESSURE (PSI)				
	COMPRESSOR A	COMPRESSOR B	COMPRESSOR C	COMPRESSOR D
CRANK CASE HEATER ENERGIZED 4 HOURS				
COMPRESSOR OIL LEVEL				
MOTOR AMPS:	L1:	L1:	L1:	L1:
	L2:	L2:	L2:	L2:
	L3:	L3:	L3:	L3:
SUPERHEAT (°F) @ 30°F FLUID TEMP				
SUBCOOLING (°F) @ 30°F FLUID TEMP				
SUCTION PRESSURE @ 30°F FLUID TEMP.				
DISCHARGE PRESSURE @ 30°F FLUID TEMP.				
	PUMP #1	PUMP #2	PUMP #3	PUMP #4
MOTOR AMPS:	L1:	L1:	L1:	L1:
	L2:	L2:	L2:	L2:
	L3:	L3:	L3:	L3:
	FAN MOTOR #1	FAN MOTOR #2	FAN MOTOR #3	FAN MOTOR #4
MOTOR AMPS:	L1:	L1:	L1:	L1:
	L2:	L2:	L2:	L2:
	L3:	L3:	L3:	L3:
	FAN MOTOR #5	FAN MOTOR #6	FAN MOTOR #7	FAN MOTOR #8
MOTOR AMPS:	L1:	L1:	L1:	L1:
	L2:	L2:	L2:	L2:
	L3:	L3:	L3:	L3:
AMB @ START-UP (°F)				