



Standard Terms & Conditions: PrepRite By Everidge (Seller)

1. **Orders.** Orders must be in writing, are binding only upon acceptance by Seller and must specify type and quantity of Product, specifications and, if Seller is to provide installation services, installation plans. Quotations are valid for 30 days. Ship dates will only be established after receiving signed approval drawings and buying commitment (i.e.) PO number. Orders will not be released for production until the above criteria is met.
2. **Payments.** Due in full 30 days after shipment (Except C.I.A.). Past due invoices subject to interest at 1½% per month (18% per year). Seller may partial bill if Buyer delays shipment more than one week after product is manufactured, installation is not complete within one week after shipment or delivery is scheduled at weekly or greater interval. Seller may file material and mechanics liens and Buyer shall pay all costs and attorneys' fees incurred if Seller initiates collection or legal proceedings. Terms of sale are subject to credit approval.
3. **Delivery; Risk of Loss.** Delivery dates are approximate and failure to meet estimated delivery dates is not grounds for cancellation or back charges. Transportations costs will be invoiced to Buyer at cost plus 5%. Risk of loss or damage from Seller's factory or at an installation site is Buyer's risk, whether or not Seller performs installation. Buyer shall verify condition, quantity and quality of Product, note on the freight bill any damage or shortage and immediately file a claim with carrier.
4. **Changes.** Change orders must be authorized by Seller in writing. Changes received within 10 days of the established ship date may result in a new ship date. Seller shall have the right to adjust price and completion date in the event of latent, concealed or unknown conditions which differ materially from original order request or description of installation. Cancelled orders are subject, in Seller's sole discretion, to total invoice amount less freight, taxes, etc. or a 25% restocking fee. Products cannot be returned without Seller's written permission. If permitted, Buyer shall pay all transportation charges.
5. **Installation.** Buyer shall provide all information, drawings, records, utility locations, documentation and specifications concerning Product and installation if installation is requested. Buyer is responsible for utilities, access to work, parking and storage areas and sanitation facilities, shall comply with all laws and regulations, shall cooperate with Seller on job site safety matters and shall coordinate installation performed by Buyer or its contractors so as not to interfere with or delay Seller's performance. Buyer shall reimburse Seller for any additional cost caused by Buyer or its contractors or changes to Seller's installation. Buyer shall maintain property insurance acceptable to Seller, naming Seller as a named insured.
6. **Delays; Nonperformance.** Seller shall not be liable for loss or damage due to delay or nonperformance in manufacture, delivery or installation resulting from any cause beyond Seller's reasonable control.
7. **IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING FROM DELAY OR FAILURE OF DELIVERY OR INSTALLATION.**
8. **Taxes.** Buyer is responsible for any sales, use, excise or similar tax arising from the sale Product or services. Buyer shall pay or reimburse Seller for any such taxes.
9. **Indemnification.** Buyer shall indemnify Seller and its employees and agents from any loss, damage or expense, including attorney's fees, arising from or relating to transportation, installation, use or performance of any Product unless the claim arises directly from a Product defect covered by the Limited Warranty. Indemnification for employee claims shall not be limited by applicable worker's compensation, disability or other employee benefit acts.
10. **Governing Law; Variation of terms.** The rights and obligations of Seller shall be governed by the laws of the State of Minnesota. No waiver, modification or addition to terms shall bind Seller unless agreed to in writing by Seller. The provisions hereof are intended to be a final expression of the agreement of Seller and Buyer and are intended as an exclusive statement of all terms applicable to Buyer's order.
11. **Limited Warranty for Condiment Rails, Dough Drawers, and Cold Prep Tables.** PrepRite warrants to the original purchaser of the condiment rail, dough drawer, and/or cold prep table manufactured and sold by it to be free from defects in material and workmanship under normal use and service for a period of two (2) years from the date of original installation by an authorized representative, but not to exceed two (2) years and six (6) months from date of original shipment. An additional warranty for the compressor (parts only) for two (2) years. Seller, at its option, will repair or exchange Products or parts covered by warranty. Buyer must notify Seller within 30 days of knowledge of the problem or warranty is void. Buyer must obtain written authorization for return of Products. Limited Warranty does not include transportation costs, cost of removing defective parts or costs of reinstallation and does not apply to any Product located outside of the continental United States. Limited Warranty does not apply to Product or parts supplied by Seller but manufactured by other companies. In no event shall Seller be liable for loss of use, revenue, or profit or for any other indirect, incidental, special, or consequential damages, including food spoilage, product loss or labor costs. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE). This Limited Warranty is Seller's sole and exclusive liability and Buyer's sole and exclusive remedy, whether in tort (including negligence), strict liability or otherwise. This Limited Warranty is not transferable.

Limited Warranty for Sous Vide Circulators and Vacuum Sealers. PrepRite warrants to the original purchaser of the sous vide circulator or vacuum sealer manufactured and sold by it to be free from defects in material under normal use and service for a period of one (1) year from the date of original installation by an authorized representative, but not to exceed one (1) years and six (6) months from date of original shipment. Seller, at its option, will repair or damage Products or parts covered by warranty. Buyer must notify Seller within 30 days of knowledge of the problem or warranty is void. Buyer must obtain written authorization for return of Products. Limited Warranty does not include transportation costs, cost of removing defective parts or costs of reinstallation and does not apply to any Product located outside of the continental United States. Limited Warranty does not apply to Product or parts supplied by Seller but manufactured by other companies. In no event shall Seller be liable for loss of use, revenue, or profit or for any other indirect, incidental, special, or consequential damages, including food spoilage, product loss or labor costs.



Standard Terms & Conditions Continued: PrepRite By Everidge (Seller)

11. Limited Warranty for Sous Vide Circulators and Vacuum Sealers - Continued. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE). This Limited Warranty is Seller's sole and exclusive liability and Buyer's sole and exclusive remedy, whether in tort (including negligence), strict liability or otherwise. This Limited Warranty is not transferable.

Limited Warranty for Blast Chillers. PrepRite warrants to the original purchaser of the blast chiller manufactured and sold by it to be free from defects in material and workmanship under normal use and service for a period of three (3) years from the date of original shipment. An additional warranty for the compressor (parts only) for five (5) years. Seller, at its option, will repair or exchange Products or parts covered by warranty. Buyer must notify Seller within 30 days of knowledge of the problem or warranty is void. Buyer must obtain written authorization for return of Products. Limited Warranty does not include transportation costs, cost of removing defective parts or costs of reinstallation and does not apply to any Product located outside of the continental United States. Limited Warranty does not apply to Products or parts supplied by Seller but manufactured by other companies. In no event shall Seller be liable for loss of use, revenue, or profit or for any other indirect, incidental, special, or consequential damages, including food spoilage, product loss or labor costs. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE). This Limited Warranty is Seller's sole and exclusive liability and Buyer's sole and exclusive remedy, whether in tort (including negligence), strict liability or otherwise. This Limited Warranty is not transferable.

Customer acknowledges and accepts all terms and conditions stated above

Accepted by: _____ Title: _____ Date: _____

Printed Name: _____