

MOD-U-SERVE Terms and Conditions

All prices include:

- * F.O.B. Factory - Houston, Texas 77032
- * One (1) year parts and labor warranty
- * Five (5) year warranty on compressor body

Disclaimer:

As careful and thorough as we are, descriptive, typographic, and photographic errors may occur. If so, they are subject to correction. Prices subject to change without notice.

Terms:

Net 30 days for customers with approved credit from MOD-U-Serve. Prices are F.O. B. Factory, Houston, Texas 77032. Title and risk of loss passes to the purchaser regardless of mode of transport or identity of carrier. Carrier shall be deemed to be the purchaser's agent; therefore, units damaged in shipment must be inspected by delivery carrier and claims must be filed by consignee immediately. Freight shipping classifications vary per model. Please contact Factory for exact classification. All invoices not paid in full within terms are subject to 1.5% per month financing charge. Prices do not include crating, delivery, or installation. All orders are deemed offers and not valid until approved and accepted by MOD-U-SERVE, Houston, Texas. Please consult factory for pricing on special needs.

Returns:

No merchandise should be returned without written authorization. Returns without written authority and a return authorization number will not be considered for credit. All returns are subject to a restocking fee. Modified units are not returnable. All returns must be send freight prepaid.

Parts Orders:

All parts requests must be accompanied by the Serial Number of the unit for which parts are required as proper parts are identified by Serial Numbers.

Limited Warranty:

MOD-U-SERVE warrants to the original purchaser the MOD-U-SERVE unit sold and all parts thereof to be free from defects in material or workmanship, under normal use and service, for a period of one year from date of registration, or fifteen months from date of shipment, whichever is earlier.

Our obligation under this warranty shall be limited to repairing or replacing F.O.B. factory of such product which proves thus defective and which under our examination shall disclose to our satisfaction to be defective.

- a. Any part returned to the company under the terms of this warranty must be accompanied by a record of the cabinet model, serial number, and return authorization number, and such return shall be on the basis of TRANSPORTATION CHARGES PREPAID.

MOD-U-SERVE Terms and Conditions (cont'd.)

- b. Improper operation due to low voltage conditions, inadequate wiring, and accidental damage are not manufacturing defects and are strictly the responsibility of the purchaser.
 - c. Condenser coils must be cleaned at regular intervals. Failure to do so may cause compressor malfunction, and will void warranty.
 - d. This warranty does not apply to loss of food, other products, or damage to property due to mechanical or electrical malfunction.
 - e. This warranty does not apply to gaskets that have been neglected or abused. Only gaskets that are determined to be defective will be warrantied.
- This contract does not apply outside the limits of the USA, nor does it apply to any part which has been subject to misuse, neglect, alteration, accident, or to any damage caused by transportation, flood, fire, or the acts of God.
 - The term "original purchaser" as used herein shall be deemed to mean that person, firm, association, or corporation for whom the unit referred to herein is originally installed.
 - Additional 12 month warranty available.

Optional Four Year Compressor Warranty

An additional warranty may be purchased for the hermetically sealed compressor body for an additional four years, not to exceed sixty months from date of shipment from our plant, provided, upon receipt of the compressor, manufacturer examination shows the sealed compressor to be defective. This additional warranty does not apply to any electrical controls, condenser, evaporator, fan motors, overload switch, starting relay, temperature control, dryer, accumulator, or wiring harnesses. No claims can be made against this warranty for loss of product.

These warranties are in lieu of all other warranties, expressed or implied, and of all other obligations for liabilities on our part. We neither assume nor authorize any other person to assume for us any other obligation or liability in connection with the sale of said units or any other part thereof. This warranty shall not be assignable and shall not be honored only insofar as the original purchaser.