

## Oven Delivery Inspection Checklist

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### **YOU OWN THIS MERCHANDISE**

### **INSPECT IMMEDIATELY BEFORE SIGNING FOR MERCHANDISE**

#### **VISIBLE OR CONCEALED DAMAGE:**

IT IS YOUR RESPONSIBILITY TO NOTE ANY DAMAGE ON ALL COPIES OF THE FREIGHT BILL AT THE TIME OF RECEIPT. THE FREIGHT BILL MUST BE SIGNED BY THE DRIVER AND CONSIGNEE.

#### **FOLLOW THESE STEPS:**

1. NOTE ALL DAMAGE
2. KEEP CARTON AND PACKING MATERIAL
3. CALL CARRIER IMMEDIATELY AND REQUEST INSPECTION
4. DO NOT REMOVE FROM PREMISES BEFORE INSPECTION IS MADE
5. FILE FREIGHT CLAIM AND INSPECTION REPORT

Once the freight bill has been signed, you will be responsible for the freight claim. The freight claim is no longer the responsibility of TurboChef.

For more information, contact TurboChef at 214-379-6000 option 3.

## Sales Terms and Conditions

These sales terms and conditions shall apply to every sale of its commercial products ("Products") by TurboChef Technologies, Inc. ("TurboChef") to Buyer, unless TurboChef and Buyer have agreed to terms of sale in a negotiated written master purchase or other written agreement covering this sale ("Separate Agreement"). "Buyer", as used herein, is the person purchasing Product(s) from TurboChef under the purchase order, purchase offer or fulfillment request or other document reflecting an order for or offer to buy products from TurboChef (the Offer"). These sales terms and conditions are incorporated in and shall be deemed a part of every written confirmation, sales acknowledgment or acceptance from TurboChef and shall apply as well to any other means of acceptance by TurboChef of an offer to purchase Products (the "Confirmation").

**1. Orders.** A valid written purchase order is required for all orders. The purchase order must include price, model number and electric power specifications (if applicable), plus any special instructions. TurboChef will not be responsible for Products ordered with incorrect electric configurations. Specify options and accessories as required. Orders must include complete ship to and bill to addresses (including telephone numbers and contact person). All orders are shipped FCA TurboChef's facility in Carrollton, Texas. Orders must include freight carrier or forwarder. If not specified, TurboChef will arrange shipping for Buyer's account. All orders will be shipped freight prepaid and added to the invoice unless other arrangements are made prior to shipment. Buyer must identify all special delivery needs at time order is placed. Orders must include desired delivery date. TurboChef will confirm orders prior to shipping. Delivery by TurboChef is subject to product availability, and delivery dates are not guaranteed. Order forms are available under "purchasing" on TurboChef's commercial website at [www.turbochef.com](http://www.turbochef.com). Buyer is responsible for compliance with health and safety codes in its location. Freight class for TurboChef ovens is 85, NMFC# 26770.

**2. Acceptance and Agreement.** TurboChef's acceptance of Buyer's offer to purchase the Products is expressly limited to Buyer's agreement to the terms and conditions contained herein and on the face of any written Confirmation. TurboChef objects to and rejects any terms or conditions in the Offer that are additional to or different from those set forth in the Confirmation. No modification or waiver of these terms and conditions shall be effective unless in writing and signed by a Vice President or above (or equivalent) of TurboChef. Any of the following acts shall constitute an acceptance of TurboChef's offer to sell Products on the terms and conditions contained herein and on the face of the Confirmation: (a) Buyer's delivery to TurboChef of a purchase acknowledgment or other writing referencing or acknowledging receipt of the Confirmation or agreeing to the description of the Products and the price, quantity, sales terms and delivery schedule of the Confirmation; (b) Buyer's payment of the purchase price of the Products; or (c) Buyer's acceptance of the Products. Acceptance of orders is subject to credit approval.

**3. Payments; Returns.** Payments for Products are due in advance of shipment by check, credit card (Visa, MasterCard, and American Express) or electronic funds transfer. Standard terms with approved credit are net 30 days from the date of invoice. Please contact our Credit Department at 1-800-90TURBO or [credit@turbochef.com](mailto:credit@turbochef.com) for additional information. All payments must be in U.S. dollars. Unless TurboChef specifically agrees otherwise in writing, sales are final and Buyer shall have no right to return the Products. Returns of Products will not be accepted unless TurboChef has provided written authorization, and returns are subject to a restocking/handling fee of up to 20% of the purchase price. For more information call 1-866-90TURBO or [credit@turbochef.com](mailto:credit@turbochef.com).

**4. Risk of Loss and Place of Delivery; Damaged Shipment.** Products are shipped FCA TurboChef's facility in Carrollton, Texas. Risk of loss transfers to Buyer upon delivery to the carrier. While TurboChef may arrange shipping and insurance, TurboChef shall not be liable for loss after delivery. TurboChef is committed to delivering its Products to Buyer in perfect condition. Orders are inspected when they are packaged, and all orders are in good condition when they are delivered to the carrier. Accidents may happen during shipping. Buyer should not accept shipment until any damages are noted on the freight bill by the person receiving the delivery. If damage is noted upon delivery or later, Buyer should keep all packing materials and immediately call the carrier or otherwise comply with the carrier's procedures for making a claim.

**5. Warranty.** TurboChef offers a limited warranty on all new TurboChef ovens purchased from TurboChef or through an authorized dealer or distributor. A copy of the Limited Warranty is provided with each oven. Please refer to the Limited Warranty for specific warranty terms and conditions.

**6. Licenses.** Products are sold with a fully paid, perpetual license to Buyer and any subsequent owner or user covering all intellectual property, including patented technology, owned or licensed by TurboChef that is incorporated in the Product and necessary or desirable for the use of the Product in its intended manner. The sale of the Product imparts no other license to any intellectual property of TurboChef or anyone else.

**7. Entire Agreement.** Except as otherwise provided in a Separate Agreement, the Offer, as modified and supplemented by the terms and conditions set forth in the Confirmation, constitute the entire agreement between the parties regarding the purchase and sale of the Products contemplated hereby and no oral conversations or other ancillary documents become a part of said agreement. Wherever possible, each of the terms and conditions of the Confirmation is to be interpreted in such manner as to be effective and valid under applicable law, but if such term or condition is prohibited or invalid under such law, then such term and condition is to be ineffective only to the extent of such prohibition and invalidity, without invalidating the remainder of such term or condition or the remaining terms and conditions of the Confirmation.

**8. Termination.** By notice to Buyer, TurboChef may terminate this agreement for the sale of Products in whole or in part if (a) Buyer fails to perform strictly in accordance with these terms and conditions and those of Buyer's Offer, (b) Buyer, in TurboChef's opinion, becomes insolvent or develops such financial condition so as to endanger performance, including voluntary or involuntary proceedings in bankruptcy or reorganization, or an assignment for the benefit of creditors, or (c) Buyer is otherwise no longer deemed credit worthy and fails to pay in advance for the Products when requested.

**9. Excuse.** TurboChef's obligations hereunder are subject to delay, modification, rescission and/or cancellation by TurboChef in the event of any cause beyond TurboChef's control, including, but not limited to, fires, floods, strikes or other labor disputes, accidents to machinery, acts of sabotage, riots, shortages of material, delay in transportation or lack of reasonably available transportation facilities or restrictions imposed by federal, state, local or other governmental authority.

**10. Successors and Assigns.** No right, title or interest under the Offer or the Confirmation is assignable by Buyer, and no attempted assignment by Buyer shall be of any force or effect without such written consent.

**11. Captions.** The captions in this Confirmation are for convenience only and shall not limit or otherwise affect any of the terms or conditions of this Confirmation.

**12. Waiver.** Any waiver by TurboChef of any default or other breach of the Confirmation by Buyer shall not constitute a waiver of any subsequent default or other breach.

**13. Governing Law.** The Confirmation and the construction of the provisions hereof shall be construed and interpreted in accordance with the laws of the State of Texas, including the Uniform Commercial Code as adopted and in effect in Texas on the date hereof; provided, however, that TurboChef shall be entitled to the benefits of any revisions in such Texas law thereafter which increase the rights of sellers of goods.

**14. Limitation of Liability; Statute of Limitations.** In no event shall TurboChef be liable to Buyer for anticipated profits or for incidental or consequential damages. Any action resulting from any breach on the part of TurboChef as to the sale of the Products must be commenced within one year after the cause of action has accrued.