

**ORDER ACCEPTANCE:** All orders must be in writing with a purchase order or contract and are subject to acceptance by Cooltec Refrigeration Corporation main office.

**SUBMITTAL DRAWING:** After receiving an order Cooltec will submit refrigeration drawings for approval. APPROVED drawings are REQUIRED before releasing any order to production. Send approved drawings via e-mail to Katherine Sanchez at - ksanchez@cooltecrefrigeration.com.

**PAYMENT:** 50% IS DUE WITH THE ORDER OR BEFORE EQUIPMENT IS RELEASED TO PRODUCTION.

**PAYMENT TERMS:** On approved credit BUYER agrees to pay invoice on (NET 10 DAYS) from date of the invoice.

**FREIGHT:** BUYER must supply COOLTEC with a prefer Freight carrier or Logistic company for all shipments. All shipments will go pre-paid via Third Party Billing. ALL SHIPMENTS are FOB FACTORY.

**DELIVERY:** Any delivery dates which may be indicated herein are estimates only and are not guaranteed. COOLTEC shall be excused for any delay in deliveries due to acts beyond its control and not due to its fault or negligence, including, but not limited to, Acts of God or of the public enemy, acts of the Government of the United States, including any preference priority or allocation order, or any state, territory or possession thereof of any political subdivision or authority or representative of any of them, strikes, lockouts or labor troubles, embargoes, fires, floods, epidemics, quarantine restrictions, explosions, sabotage or other catastrophes or serious accidents, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to any such causes. Standard lead time is four (4) to six (6) weeks from approved depending on job size.

**CREDIT APPROVAL:** If during the performance hereof, the financial responsibility of Buyer is determined at the sole discretion of COOLTEC's Credit Department to be unacceptable or if Buyer fails to make any payments in accordance with the terms hereof, than in any such event, COOLTEC may defer or decline to make any shipments hereunder except upon receipt of satisfactory security or cash payments in advance or COOLTEC may terminate this order without further obligations.

**CANCELLATION OF ORDER:** Partial or total cancellation of this order by Buyer may be made only upon COOLTEC's written consent and condition that COOLTEC shall be reimbursed for all losses and damages resulting from such cancellation.

Return of Equipment: No equipment can be returned without COOLTEC's written consent and condition and transportation costs.

**PRODUCT CHANGES:** COOLTEC reserves the right to change specification, design and material in the interest of product improvement, without incurring obligation to the Buyer.

The terms and conditions of an order shall constitute the sole and exclusive agreement between COOLTEC and Buyer. No waiver of any provision hereof shall constitute a waiver of any other breach or of such provision.

**CLAIMS:** Risk of loss shall in every case pass to Buyer upon shipment of the equipment from factory to the possession of the freight carrier. COOLTEC shall have no responsibility for any claimed shortages. Buyer must (I) notify COOLTEC of Shortages within (10) days after receipt of the equipment; (II) notify agent or carrier within such time of shortage; and (III) file a claim with the carrier for the damage or shortage claimed.

### LIMITED WARRANTY

**This warranty is made to the original user at the original installation site and is not transferable. ALL WARRANTIES ARE VOID IF COOLTEC DOES NOT RECEIVE FULL PAYMENT FOR THE EQUIPMENT AND/OR INSTALLATION PROVIDED.**

Cooltec Refrigeration Corp.'s products are warranted to be free from defect in materials and workmanship under normal use and service for a period of one (1) year from the date of original installation (not to exceed fifteen (15) months from the date of shipment from the factory). Warranty covers DEFECTIVE parts for one (1) year and 90 day labor; unless an extended (1) year labor warranty is purchased with the equipment. Cooltec's obligation under this warranty shall be limited to repairing or exchanging any defective part or parts (defective part needs to be sent to Cooltec for inspection), without charge F.O.B. factory. All service calls must be authorized and approved by COOLTEC in advance, in order for service agents to be reimbursed.

Cooltec covers remote refrigeration rack and all its components (except for driers, fuses, refrigerant, refrigeration oil, pump and motors on Chillers, Bell-Gossett pumps on Glycol units and other maintenance type replacement parts) for the one (1) year defective parts warranty period.

On Cooltec refrigeration system, an additional (4) year extended warranty for the motor/compressor assembly is available, but must be purchased prior to shipment to be in effect. Cooltec reserves the right to inspect the job site, installation and reason for failure of the compressor.



# COOLTEC

The motor/compressor warranties listed above does not include replacement or repair of controls, relays, capacitors, overload protectors, valve plates, oil pumps, gaskets or any external part on the motor/compressor replaceable in the field, or any other part of the refrigeration system.

**THE WARRANTIES TO REPAIR OR REPLACE ABOVE RECITED ARE THE ONLY WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, MADE BY COOLTEC REFRIGERATION CORPORATION WITH RESPECT TO THE ABOVE MENTIONED EQUIPMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, AND COOLTEC NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT, ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THE SALE OF SAID EQUIPMENT OR ANY PART THEREOF. THIS WARRANTY SHALL NOT APPLY TO LOSS OF FOOD OR CONTENTS OF THE EQUIPMENT DUE TO FAILURE FOR ANY REASON. COOLTEC SHALL NOT BE LIABLE:**

- For payment of labor for any removal or installation of warranted parts;
- For any repair or replacements made without the written consent of Cooltec or when the equipment is installed or operated in a manner contrary to the printed instructions covering installation and service which accompanied such equipment;
- For any damages, delays, or losses, direct or consequential which may arise in connection with such equipment or part thereof;
- For damages caused by fire, flood, strikes, acts of God or circumstances beyond its control;
- When the equipment is subject to negligence, abuse, misuse or when the serial number of the equipment has been removed, defaced, or altered;
- When equipment is operated on low or improper voltages;
- When equipment is put to a use other than normally recommended by Cooltec;
- When operation of this equipment is impaired due to improper drain installation;
- For payment of refrigerant loss for any reason;
- For cost related to shipping or handling of replacement part.

## **ONE YEAR LABOR SERVICE WARRANTY ON REFRIGERATION EQUIPMENT SUPPLIED.**

The one year extended limited service policy is on refrigeration systems. Ice machines warranty is provided by the ice machine manufacture. The one year limited service policy shall cover the quality of installation performed exclusively by Cooltec Refrigeration Corp. Any service works required on portions of the installation furnished by others are excluded. This service policy does not include normal maintenance requirements, and only covers the correction of defects in material or workmanship, supplied by Cooltec Refrigeration Corp. Warranty labor coverage is limited to Cooltec's normal working hours, Monday through Friday, from 7:00 a.m. to 3:30 p.m. Emergency service is available (at applicable labor rates), 24 hours a day, 365 days a year.

## **EXCLUSION TO SERVICE POLICY**

**NEW MANDATED TAXED  
SPECIAL FREIGHT CHARGES  
HANDLING CHARGES  
PERMITS  
HOISTING CHARGES  
UTILITY PROBLEMS  
OVERTIME CHARGES**

**FOOD SPOILAGE  
BUSINESS LOSS  
PRESSURE RELIEF DEVICES  
QUICK CONNECT COUPLERS  
LIMITED DESIGN PROBLEMS  
USER MAINTENANCE  
CUSTOMER ABUSE**

Any work or adjustments made to the warranted equipment by others, other than Cooltec Refrigeration Corp., authorized personnel, or failure to follow Cooltec's written instructions on the operation of the equipment, will VOID the service coverage offered.

Temperature problems or service calls that may result due to a lack of specific information supplied to Cooltec Refrigeration Corp. or control/design limitations are not part of the service policy responsibility. Costs are incurred to correct settings or relocation sensors will be charged for at prevailing material and/or labor rates.

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# COOLTEC REFRIGERATION CORP.

1250 E. FRANKLIN AVE. UNIT B, POMONA, CA 91766

sales@cooltecrefrigeration.com



T: 909-865-2229



F: 909-868-0777



www.cooltecrefrigeration.com