

TERMS AND CONDITIONS

ACKNOWLEDGEMENT:

All orders will be faxed an acknowledgement and terms and conditions clause with an estimated shipment date.

PRICES:

All prices quoted are F.O.B. factory and do not include any sales, excise or use tax, either Federal or State. Buyer assumes responsibility/liability for payment of all state or municipal taxes applicable to use or resale of products purchased herein. Title and risk of loss to equipment pass to the buyer upon delivery to carrier. Not responsible for typographical errors. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

TERMS AND PAYMENT POLICIES:

1%, 10 days, Net, Thirty (30) days to those customers of known and acceptable financial standing. A credit application MUST be completed and returned to Thermal Edge, Inc. for open terms. Otherwise, orders must be accompanied by cash, credit card or will be shipped COD. We accept Visa, MasterCard and American Express. Wire transfer of funds will also be accepted. For all sales outside the United States, wire transfer prior to release of materials will be required. Contact Sales Office for details.

SPECIAL ORDERS:

All special orders must be prepaid and are not subject to cancellation or return. No work will be started until payment is received.

RESTOCKING AND RETURNS

Merchandise must not be returned without prior approval and return authorization number, which will be given or withheld at our sole discretion. All returned merchandise must be sent freight PREPAID to the following address:

**Thermal Edge, INC. ATTN: RMA #
1751 HURD DRIVE STE 111
IRVING, TX 75038**

If the merchandise is in a new, unused condition and in its original carton with all the original packaging and prior approval will be given a credit allowance amounting to the original selling prices less the restocking charge as follows:

- a. Within 60 days of the invoice date and not a special order – 25% of applicable selling price.
- b. Within 61- 120 days of the invoice date and not a special order – 30% of applicable selling price.
- c. Within 121 – 180 days of the invoice date and not a special order – 35% of applicable selling price.
- d. Beyond 180 days of the invoice date are subject to discretion of the Business Manager.

Shipments of returned merchandise sent collect will not be accepted. If there is any repair work of any nature required at the time of receiving inspection at our plant there will be an additional charge for repair work over and above the applicable restocking charge. Returns must be banded to a pallet and marked "Must remain upright and banded to the pallet". Any returns not banded to a pallet and are not marked as such, will be closely evaluated before any credit will be issued. Merchandise that has been "customer modified" or has any special finishes applied cannot be returned for credit.

Terms and Conditions (*continued*)

WARRANTY:

All products are warranted for a period of one (1) year from invoice date. Any warranty repair work must be issued a return authorization number PRIOR to return.

CLAIMS:

In the event of shortage or damage, notify the carrier FIRST as well as Thermal Edge, Inc. immediately upon receipt. We are not responsible for damage occurring in transit, but will gladly render any assistance necessary to pursue your claim against the transportation company. Merchandise must be inspected for concealed damage within 15 days of receipt.

ORDER CANCELLATION:

A charge of 15% of the net price will be applied on any cancellation of a formally acknowledged order. If modifications, specifically ordered by the customer, are being made of the cancelled merchandise, the cancellation charge will also include such modifications made up to the date of cancellation. Any order cancelled after product is shipped will be subject to restocking charges and all shipping costs.

ORDER QUANTITY CHANGE:

In the event that a large quantity order is placed that requires special requests to our vendors for the necessary material to complete the order and the order is reduced for any reason after an order acknowledgement has been sent, there will be a charge. This charge will be based on the quantity, specialty and the requested delivery dates of the original order and the cost from our vendors to stop or reduce the special request. Any large order discount will be re-evaluated upon quantity change.

DESIGN CHANGES:

Thermal Edge, Inc. reserves the right to make design, hardware, engineering and packaging changes, which do not interfere with the use for which such products were designed and manufactured.

If ordering a replacement for a Thermal Edge air conditioner, please include the part number and serial number of the unit being replaced in your order. This will assure that we ship a replacement that is compatible with the cutout dimensions and power connection features of the older model.

SHIPPING:

All shipments are routed motor freight via our carriers unless otherwise specified by the customer. Our products are packaged in heavy duty cartons and are banded to a pallet. Most items are one per carton unless otherwise stated.

CONTINGENCIES:

All orders received are contingent upon accidents, strikes and other causes beyond our control. Shipments are subject to Accounting and Business Office approval.

MINIMUM ORDER:

A minimum order of \$50.00 is required unless otherwise cleared through the Accounting and Business Office.

Warranty Information

Thermal Edge products are warranted to be free of defects in workmanship, materials and components. The warranty period applies from date of shipment for one year. Replacement components have a one year warranty period, except for hermetic system components, which have a 90 day warranty period.

The above warranty applies when the equipment is operated under the following conditions:

- Ambient temperature not in excess of performance rating in normal atmosphere or as stated on product nameplate
- Voltage variation no greater than $\pm 10\%$ from nameplate rating
- Frequency variation no greater than $\pm 3\text{Hz}$ from nameplate rating
- Maximum cooling load no higher than air conditioner nameplate rating
- Waiting five minutes before restarting air conditioner after intentional or accidental shutoff
- Compliance to all other installation, maintenance and operating instructions, as supplied

Thermal Edge cannot assume responsibility for misapplication of its products or the erroneous selection of an inappropriate product by a non-authorized Thermal Edge representative. Our applications engineers will gladly assist in the selection of the proper product provided all required details of the application are furnished. Thermal Edge assumes no liability beyond the repair or replacement of its own product.

This Warranty does not cover:

- Labor or reimbursement of labor for evaluation, removal, installation, repair, or cost of any warranted part, except at the Thermal Edge factory in Dallas, Texas
- Use of equipment for other than its designed purpose or operating conditions
- Operation in harsh, oily, corrosive or other abnormal environmental conditions, without the proper filtration, sealing, protective coatings and/or weather protection
- Damage to hermetic system resulting from continuous operation with dirty or clogged air filters or improper or negligent maintenance
- Use of refrigerant other than designated
- Customer modification or abuse
- Shipping damage or other accident
- Repair or service by unauthorized personnel
- Cracked or broken hermetic tubing or brazed joints caused by shipping damage or mishandling

Claims for shipping damage are the responsibility of the Consignee. Timely claims must be filed with the freight carrier. The purchaser assumes the responsibility of grounding the unit and installing it in accordance with local electrical and safety codes, as well as the 2008 National Electric Code (NEC) and OSHA.

THIS WARRANTY CONSTITUTES THE ENTIRE WARRANTY WITH RESPECT TO THE PRODUCT AND IS IN LIEU OF ALL OTHERS, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND IN NO EVENT IS THERMAL EDGE RESPONSIBLE FOR ANY

Terms and Conditions:

- Payment Terms: 1% 10 days, net 30 days
- Shipping Terms: FOB Destination, pre-pay and add to invoice
- Return Policy: 25% Restocking fee on all stock goods. No return on units with options. RMA required on prior to any returns