

# U.S. Cooler® Terms & Conditions

*U.S. Cooler® is a registered trademark and product of Craig Industries, Inc.*

## GOVERNING LAW:

This agreement shall be an Illinois contract and shall be interpreted and administered for all purposes under the laws of Illinois.

## QUOTATIONS AND ACCEPTANCES:

All quotations and acceptances of orders are made with the mutual understanding that the orders are not subject to cancellation unless by mutual written consent. Care is taken to give reliable descriptions but these are not guaranteed, and prospective buyers are advised to check details. The shipping date is approximate only and is conditional upon delays, nonperformance occasioned by strikes, fires, or other causes beyond our control. We reserve the right to correct stenographic errors. It is understood that there are no conditions or agreements outside of our quotation, which includes these Terms and Conditions by reference, and that all prior conversations, agreements, or representation with reference to its subject matter are superseded. Additional provisions in documents provided by purchaser must be specifically agreed to in writing by seller. Otherwise said additions or modifications are deemed void.

## ACCEPTANCE METHODS:

A facsimile or email of the signed original of this document, or an emailed or other electronic approval referencing this document specifically (with the correct Quote and Revision number) shall have the same force and effect as a signed original and shall, upon receipt and acceptance by Craig Industries, Inc., be binding on both parties.

## TERMS:

Payment terms-Standard payment terms for established open accounts are net 30 days from date of invoice (not date of arrival of goods): 1.5 % monthly service charge on past due invoices, any collection and legal fees are the responsibility of purchaser if payment is past due. Parties agree that any lawsuit arising from any transaction between the parties hereto will be under the jurisdiction of the Circuit Court of the Eight Judicial Circuit of Illinois, Adams County.

## INSTALLATION:

No installation or job site supervision charges or services are included unless specified on this quotation. By signing each drawing (or accepting each drawing as authorized in ACCEPTANCE METHODS above), Customer certifies that the drawing meets required layout specifications. Customer agrees to comply with all installation instructions for building assembly and provide all structural requirements necessary in our standard and/or engineered (if required by specific job) drawings. Customer also agrees to abide by all ancillary equipment installation procedures. If Customer fails to do so, they agree to indemnify and hold Craig Industries, Inc. and its project consultants harmless for any and all damages caused by said failure, including attorney fees and the cost to provide a defense.

## PRICES:

QUOTES ARE VALID FOR 15 DAYS. After 15 days, prices are subject to change without notice.

## SURCHARGE:

During times of volatile market conditions, Craig Industries reserves the right to apply a surcharge at any time in the order process to accommodate significant or frequent raw material or shipping price increases or labor shortages. Craig Industries will notify its customers if the market conditions are such that this paragraph is triggered. Customer shall have the right to withdraw the order with no restocking fees or cancellation charges to apply.

## FORCE MAJEURE:

If Craig Industries is unable to perform its obligations under the terms of this Agreement because of acts of God, pandemics, strikes, equipment or transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control, Craig Industries shall not be liable for damages to the Customer for any damages resulting from such failure to perform or otherwise from such causes.

## STORAGE:

All orders will be invoiced on scheduled ship date. Balance Before Ship customers must have payments to us the day before the scheduled ship date. If they fail to pay the balance before the ship date, we will charge \$20.00 per day that the shipment has to be held and not shipped. Net 30 customers that ask us to hold a product on and/or after the scheduled ship date will be charged \$20.00 per day starting one week (7 days) after scheduled ship date. Net 30 customers must receive manufacturer approval to hold shipment. All storage fees have to be paid in full before we will ship the product.

## TAXES:

No taxes of any kind are included in our quotes. All prices herein and/or contracts shall be subject to increase without notice, by the amount of any present or future sales or excise tax levied or charged, either by federal, state, or any other tax assessing agency as necessary. If a valid sales tax certificate is not on file with Craig Industries, Inc., the dealer will be responsible for taxes. Taxes are determined based on the ship to state.

## FREIGHT TERMS:

F.O.B. Factory. No freight allowed. All charges for unloading and transportation to job site are at buyer's expense. Freight estimates in our quotes are estimates only. Due to volatility in the shipping industry, freight surcharges may be added at any point in the order process. Typically, this would only occur when there are extended lead times (over 8 weeks).

## CONTINGENCY:

All contracts are contingent upon fire, strike, accidents, and delays in transit or other causes beyond our control.

## CHANGES:

Changes made after fabrication has begun shall be submitted, in writing, signed by the purchaser. Purchaser agrees to the cost of any such changes applicable.

#### **CLAIMS:**

Title passes to buyer upon delivery to the carriers unless otherwise indicated. Safe delivery is the carrier and loss or damage should be noted on delivery receipt and freight bill before acceptance of shipment. Make claims promptly. We are willing to assist in collection of claims.

#### **GUARANTEE:**

All claims for incorrect products or replacement must be made and settled prior to installation. All products are inspected before shipment and are guaranteed against defective workmanship or material, subject to our standard warranty. Craig Industries, Inc. assumes no liability for expenses or repairs made outside its factory without written authorization.

#### **LOCAL CODES:**

Craig Industries, Inc. does not assume responsibility or costs for field changes to its products to meet local or state codes.

#### **ORDERS:**

All orders resulting from this quotation are subject to acceptance by the factory. To begin production, factory needs customer's signed order acknowledgment, approval drawing, and credit approval.

#### **RETURN OF MATERIALS:**

No goods may be returned without factory's prior written consent. Restocking fees will be applied.

#### **CANCELLATION OF ORDERS:**

No order may be cancelled unless factory approves in writing. If cancellation request is approved, customer will be responsible to pay the quoted price for any items purchased specifically for this order and any work in production at the date of the cancellation request. If cancellation is approved and we can resell any items purchased for the order, restocking (if applicable) fees will be applied. Customer acknowledges that most factory orders are custom-built to each customer's unique specification and cancellation will not always be available.

#### **WARRANTY:**

Craig Industries, Inc. warrants to the original purchaser that the walk-in panels manufactured by the company are free from any defect in material or workmanship under conditions of normal use and service. The obligation of the manufacturer under this warranty shall be limited to repairing or replacing at their option FOB factory, panels of said walk-in which proves defective within ten years from the date of shipment. All hardware carries a standard one-year warranty. This warranty does not include any labor charges for replacement or repair of defective parts.

Refrigeration equipment carries a standard one-year factory warranty for compressor and accessories. The obligation of the manufacturer under this warranty shall be limited to repairing or replacing at their option FOB factory, any part of said refrigeration system which proves defective within one year from the date of purchase. An extended four-year compressor warranty and a 1st day through 5th year labor warranty are also available as an option. Extended warranties cannot be canceled or refunded once they are purchased.

This warranty is in lieu of all other warranties expressed or implied and does not apply to equipment which has been subject to any accident, alteration, abuse, misuse or improper installation. Craig Industries, Inc. expressly disclaims all other warranties expressed or implied. The standard warranty does not include any labor charges for the replacement or repair of defective parts. In no event shall Craig Industries, Inc. be liable for any special, direct or indirect, incidental or consequential damages or for any lost product, lost profits or revenues or other losses or damages caused by lost product or lost profits or revenues, whether for breach of warranty or otherwise. Craig Industries, Inc. warranty does not cover any products installed outside of the continental United States. For warranty work on your U.S. Cooler® walk-in cooler or freezer, call our Customer Service Department immediately. You will then be advised of the proper procedure to follow. NO warranty work is to be performed without an authorization number, which will be provided by the Customer Service Manager. Craig Industries, Inc. assumes no responsibility for work performed without an authorization number.

Terms Last Updated: August 18, 2022