Eagle Group Worktable, Sink, and Ventilation Hood Warranty

Eagle Group warrants that goods supplied hereunder manufactured by Eagle Group will be free from defects in material and workmanship at the time they leave our factor y.

Within a period of one year from the date of original installation of the equipment, not to exceed 18 months from date of shipment from Eagle Group, Eagle Group will replace, without charge, any defective parts or component material upon demonstration to its satisfaction that a breach of warranty did not exist. Under no circumstances will we be liable for any claims for labor or subsequent damage.

There are no warranties which extend beyond these warranties. All other expressed or implied warranties, including those of merchantability or fitness for a particular purpose, which exceed the warranties stated above, are disclaimed by Eagle Group and excluded from this agreement. No employee or agent of ours has any authority to make any representation or warranty which exceeds the warranties stated above.

NO EAGLE EQUIPMENT MAY BE RETURNED EXCEPT UPON WRITTEN AUTHORIZATION FROM EAGLE FOODSERVICE EQUIPMENT.

Terms & Conditions

Prices:

All merchandise will be billed at our current pub lished list prices in effect at the time of shipment.

Performance:

All shipping promises are made with the expectation that shipment will go forward as specified. However, fulfillment is always subject to availability of material and to conditions affecting shipment that are beyond our control. Eagle Group shall not be held liable for any delay in performance due to reasons beyond our control.

Shortage:

All claims for shortage must be brought to our attention within five (5) business days from date merchandise is received.

Cancellations:

Cancellations are not accepted on orders in transit or on custom jobs. Standard orders already in process that are cancelled may be subject to a 20% restocking charge.

Returns:

Custom and modified standard equipment is non-returnable.

Authorization:

- Previously written approval from Eagle Group's Customer Service is mandatory on all returns.
- Return authorization must be requested within 60 days from date of shipment.
- Authorized return shipments, in which merchandise is not defective and orders have been properly filled, must be shipped prepaid and properly packaged to prevent merchandise damage.
- Each return authorization number (located on the upper right hand corner of the form) <u>must</u> be written on the outside of each car ton returned to Eagle Group.

Restocking:

- Restocking and equipment repair fees for merchandise damaged during return shipment to Eagle Group will be withheld from issued credit.
- Returns of made-to-stock merchandise are subject to a 30% restocking fee.
- Returns of made-to-order merchandise are subject to a 50% restoc king fee.
- \$75 net minimum on merchandise returns.

Prints & Drawings:

All prints and drawings submitted with orders are accepted as a final appro val in the custom order process. Errors that arise due to incorrect submittals are the responsibility of the customer. There are no cancellations on custom orders.

Concealed Damages:

Eagle Group's responsibility ceases immediately upon our retaining from the transportation company. If a container shows rough handling, do not give carrier a clear receipt. Upon finding damage while unpacking merchandise, call carrier without further unpacking and have them file a concealed damage report. Follow up by filing a claim with the carrier at once.

Order Approval:

All orders are subject to final approval by Eagle Group's home office. Acceptance and/or performance shall be at all times subject to the approval of Eagle Group's Credit Department. Minimum order \$50.00 net.

Order Confirmation:

All telephone orders are checked very carefully with the customer to make certain that orders are entered correctly. Since stock shipments will in most cases be filled before the confirming order is received, customer must assume risk involved in possible error. When confirming telephone orders in writing, please mark order confirming.

Terms:

Discount and discount date are clearly marked at the bottom of each invoice should you be entitled to any discount, subject to current status of you account.

FOB:

All shipments are shipped from FOB point "collect" unless otherwise specified. All orders shipped prepaid and add will receive a 20% administrative surcharge added to the full freight bill. Orders shipped UPS from manufacturing point will not receive FOB distribution point rates.

Monetary values are based on U.S. currency.