

TERMS AND CONDITIONS OF SALE:

- 1. Prices.** The prices are suggested retail prices. Prices are subject to change without notice. Discounts are available to Galley approved resellers. Orders are subject to acceptance by Galley. Orders are to be in writing and to include a signed and dated drawing showing the order in which the modules are to be installed and the accessories mounted.
- 2. Freight Terms.** F. O. B. Galley Plant. Title transfers to Buyer at Galley's dock. Freight claims are the Buyer's responsibility.
- 3. Payment Terms.** With credit approval, the terms are 1% 15 days, Net 30 days. Lacking credit approval, sales will be "cash with order." The Buyer shall pay a service charge of 1 1/2% per month on any unpaid balance not paid when due.
- 4. Taxes.** The Buyer is liable for all taxes as a result of an order. Buyer shall pay such taxes at any time as requested by Galley and when known to Galley, these taxes will be added to the original invoice.
- 5. Returns and Cancellations.**
Non-standard modules and modules with cut-outs are not returnable.
Orders cancelled are subject to a charge of 25% on standard modules and 100% on non-standard modules. If properly authorized within 60 days of shipment, in writing by Galley, new standard modules may be returned to Galley and will be credited at invoice prices less a minimum restocking charge of 25%. The item must be returned, freight prepaid by the Buyer, and be in the original carton or crate and be unused. Equipment found to be used or damaged will not be accepted for return and will be returned to the sender.
- 6. Minimum Order.** A service charge of \$30.00 will be added to any order with an invoice value less than \$200.00.
- 7. Specifications.** Products are built to rigorous standards and continually improving. Specifications therefore change without notice.

WARRANTY: 5 YEARS, LABOR AND PARTS, SUBJECT TO THE FOLLOWING:

Galley warrants to the original purchaser of every new Galley module that such module, and all parts thereof, will be free from defects in material and workmanship under normal use and service for a period of five years from the shipping date. During this five year warranty period, Galley will repair or replace any defective part or portion thereof sent to Galley by the original purchaser which Galley determines was defective due to faulty material or workmanship. The original purchaser will pay labor for crating, freight and related costs incurred in the removal of the module and shipment to Galley. Galley will pay the return freight costs if the module or part thereof was defective.

The term "original purchaser" means that person, firm, association, or corporation for whom the equipment was originally installed.

The warranty does not apply to any material that has been subjected to shipping damage, improper voltage, improper installation, misuse, neglect, alteration, or accident, such as accidental damage to the exterior finish, and to any refrigerated unit or part thereof, which has been repaired or altered by other than Galley in any way so as in our judgement to affect its quality or efficiency. This warranty also does not cover the refrigerator drier or the light bulbs used. The warranty is subject to the original purchaser's normal care and responsibility, such as cleaning the condenser coil and is in lieu of all other obligations of Galley.

Galley neither assumes, nor authorizes any other person to assume for Galley, any other liability in connection with our products. In no event will Galley be liable for special, incidental or consequential damages, or for damages in the nature of penalties. No claims can be made against the warranty for spoilage of products on account of failure. The sole and exclusive remedies and the full liability of Galley for any breach of this warranty will be as provided in this warranty and is limited to the purchase price of the products. Purchaser's sole remedy is the repair, replacement or refund of the purchase price on non-conforming products.

If shipment of a replacement part is requested prior to the arrival at Galley of the part claimed to be defective, the original purchaser must accept delivery of the replacement part on a C.O.D. basis, with credit being issued when the defective part has been received and inspected at our plant and proved to be within this warranty.

Performance by Galley under this warranty is contingent upon causes beyond Galley's control. Galley shall not be liable for any default or delay in performance thereunder caused by any contingency beyond Galley's control, including war, governmental restrictions or restraints, strikes, fire, floods, acts of nature, short or reduced supply of raw materials, or discontinuance of the parts by the original part manufacturer.

This warranty applies only within the continental United States. In Alaska, Hawaii, Puerto Rico and Canada, the warranty applies only to and is limited to the supply of replacement parts at the Buyer's expense, for one (1) year.