

# Terms & Conditions Of Sale

This limited price catalog is for making a quick, accurate selection of the correct equipment and prices for orders and quotations. It includes data on the most popular equipment configurations and related accessories.

Refer to your Baxter catalog and spec sheets (available at [www.baxtermfg.com](http://www.baxtermfg.com)) when more detailed information is required. Please do not hesitate to call your local Baxter/Hobart representative or Customer Care Department if you need further help.

## QUOTATIONS:

Written quotations are only valid in writing and for 30 days from the date of the quotation. All quotations are subject to change or withdrawal without prior notice to purchaser.

### Requirements for processing quotes:

- 1.) End User information (name, city, state, and zip code).
- 2.) Machine specifics such as door hinging, voltages, direction of operation, and serial numbers for replacements, if available.
- 3.) Complete Specs, drawings, consultant contact, and coversheet(s).

### To assure prompt handling of your order, include complete data on the following:

Complete "Ship To" address, which must include a contact's name and phone number for delivery appointment.

"Want-date" indicating when the equipment is to be delivered to the ship-to-address.

End user's name and address (unless equipment is being ordered for display plan/stock plan dealership).

## PO REQUIREMENTS FOR PROCESSING ORDERS:

- 1.) Your company information (logo) and individual placing the order.
- 2.) Bill to information (if different).
- 3.) Purchase order number.
- 4.) Pay terms – If unknown please contact Kim Ellis in credit services for your terms.
- 5.) If the Purchase Order is from a quotation, please reference the quote reference number and date of quote or attached a copy of the quotation.
- 6.) Complete ship to address is with contact name and number if drop shipped.
- 7.) Need by Date – This is the date you wish the order to arrive at your location.
- 8.) End-user address to include Country of Final Destination if outside of the US (unless equipment is being ordered for display plan/stock plan dealership).
- 9.) Freight terms.

- 10.) Special marks or ship instructions.
- 11.) Detail product information – Model number, voltage, special features, and accessories.
- 12.) Promo number if applicable.
- 13.) Agreed upon price if other than Dealer Net.
- 14.) Identify your customer's type of business by assigning a Market Segment Model. This information will be very helpful in future product offerings and will not be shared with any outside companies.

## SPECIFICATION DATA REQUIRED:

For ALL Machines  
Model Number  
Electrical Spec  
Accessories

## ORDER ACCEPTANCE POLICY:

Baxter's acceptance of any purchase order containing any term, provision or condition which is inconsistent with any of the provisions herein shall be of no force and effect and shall not be binding upon ITW Food Equipment Group, LLC.

## FREIGHT CLAIMS INFORMATION:

### At time shipment is received:

- Observe entire shipment for visible damage and correct amount of pieces. Make notation of shortage or damage on all copies of the freight bill.
- Count and Sign for the number of pieces received.
- Unpack cartons immediately to check their contents for possible damage.
- Notify Customer Care at (800) 333-7447 of any damages.

### Concealed damage, not visible at time of delivery:

- Call the carrier's local terminal immediately to report (note time/date and who you spoke to).
- Carrier must be notified within 5 business days of receipt.
- Keep all original packaging materials for inspection.
- Do not move from delivery location, modify, or install equipment.
- Notify Customer Care at (800) 333-7447.

Unless customer has made third-party transportation arrangements, Baxter will initiate the carrier claims process once the damage has been assessed and any inspections completed.

## SHIPPING INFORMATION:

All machine prices herein are F.O.B. shipping point, shipping charges prepaid and add.

For customer initiated reconsignment, a \$250 reconsignment fee is applicable for each shipment destination.

Customer responsible for shipping charges from US West Coast for Alaska and Hawaii. Always specify your forwarder to be used and give complete address of the forwarder.

Accessory only orders are F.O.B. shipping point, shipping charges prepaid and add.

State and local taxes are not included in the price.

## CONDITIONS FOR EXPORT:

### Pricing

Baxter reserves the right to apply additional charges for equipment for specifications other than those stated in this price book. Please contact Export Customer Care at telephone (937) 332-2096 or fax (937) 332-2976 for details.

### Country of Destination

Baxter reserves the right not to sell specific products for export if after-sales service cannot be provided in the country of destination. Please contact Export Customer Care at telephone (937) 332-2154 or fax (937) 332-2976 for details.

### Export Control Statement

ITW Food Equipment Group complies with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act including the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR). All business with ITW Food Equipment Group must comply accordingly.

### Compliance With Law

Customer shall comply, and shall assist ITW FEG in its efforts to comply, with all statutes, laws, rules and regulations of the United States (federal and state) and any other countries which may be applicable to Customer, ITW FEG and/or the activities contemplated under this Agreement, including without limitation the United States export controls, the United States Foreign Corrupt Practices Act and the United States anti-boycott laws. Customer shall not take or fail to take any action that would cause ITW FEG to be in violation of any such statute, law, rule or regulation.



## RETURN POLICY

Baxter reserves the right to accept or reject return for credit requests for any Baxter items shipped as ordered. Any units or accessories accepted for return are subject to the prevailing restocking, reconditioning and freight charges in effect at time return is authorized. Absolutely no units or accessories will be accepted without formal authorization by the Company. Address all requests in writing to the Customer Care Department, Hobart, 701 S Ridge Avenue, Troy, Ohio 45374-0001.

## WARRANTY (ALL SERIALIZED MODELS MUST HAVE START-UP PERFORMED BY AN AUTHORIZED SERVICER TO INITIATE WARRANTY)

ITW Food Equipment Group LLC ("ITW FEG") warrants new Baxter-branded products and certain other products sold by ITW FEG under other brand names whose specifications or other product documentation expressly reference this Warranty (collectively, the "Products") to the original end-user of such Product ("Owner") when installed within the United States, against defective material and workmanship for one (1) year from the date of original installation (the "Warranty Period"). In no event shall the Warranty Period commence later than 6 months from the date of initial delivery of the Product to the common carrier by ITW FEG unless otherwise agreed upon by ITW FEG in writing. ITW FEG will, as ITW FEG's sole liability hereunder, and as the Owner's exclusive remedy, during normal working hours, through one of its branches or authorized servicing outlets, repair or replace, at its option, including service and labor, all parts and/or components found to be defective and subject to this Warranty.

This Warranty is subject to reasonable travel limitations and

costs as periodically updated by ITW FEG. Certain parts and components within the Products, expendable by nature and that need to be replaced frequently, are not covered by this Warranty. Any necessary repairs and/or replacements of these expendable parts are the Owner's sole responsibility and cost.

This Warranty is conditioned upon ITW FEG receiving notice of any non-conformance subject to this Warranty within thirty (30) days of its discovery by Owner. This Warranty does not apply to damage resulting from fire, water, burglary, accident, abuse, misuse, acts of God, attempted repairs or improper installation by unauthorized persons. Failure to follow use, care, or maintenance instructions in the Product's Instruction Manual or in any other product documentation provided with the Product will automatically void this Warranty.

THIS WARRANTY EXCLUDES ALL ORAL, STATUTORY, EXPRESS OR IMPLIED WARRANTIES WHICH MAY BE APPLICABLE TO ITW FEG, INCLUDING, BUT NOT LIMITED

TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. ITW FEG SHALL NOT BE LIABLE, AND OWNER WAIVES ALL CLAIMS AGAINST ITW FEG, FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, DOWN TIME, LOST PROFITS OR COMMERCIAL LOSSES, WHETHER OR NOT BASED UPON ITW FEG'S NEGLIGENCE OR BREACH OF WARRANTY OR STRICT LIABILITY IN TORT OR ANY OTHER CAUSE OF ACTION. ITW FEG WILL NOT BE LIABLE TO OWNER FOR ANY LOSS, DAMAGE, OR INJURY TO PERSONS OR PROPERTY RESULTING FROM THE HANDLING, STORAGE, TRANSPORTATION, RESALE, OR USE OF ITS PRODUCTS. IN NO EVENT WILL ITW FEG'S LIABILITY UNDER THIS WARRANTY OR IN CONNECTION WITH ITS PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE SPECIFIC PRODUCTS OR SERVICES AS TO WHICH THE CLAIM IS MADE. ITW FEG neither assumes nor authorizes anyone else to assume for it any obligation or liability in connection with the Product, its sale, operation, or use, other than as stated herein.

## EXCLUDED WARRANTY SERVICE

The following are not included in this Warranty, and ITW FEG shall have no obligation to Owner or anyone else for repair, replacement or refund with regard to any of the following. Should someone request, and ITW FEG choose to provide such, services, additional charges shall apply. If Owner requests replacement parts and/or repair services under this Warranty and ITW FEG determines that such request is not covered hereunder (or fits under one of the following exclusions), Owner agrees to pay ITW FEG (or its affiliates or subcontractors) for all reasonable fees incurred in connection therewith at ITW FEG's (or such affiliate's or subcontractor's) standard rates and charges as in effect at that time.

- 1.) **Expendable Parts:** Parts and components that are expendable by nature or listed or referenced in any "Expendable Parts" table or list in any product documentation accompanying the Product are not covered by this Warranty, and any labor and/or travel charges related to the replacement of such parts are Owner's responsibility.
- 2.) **Expedited Parts:** For necessary replacement parts that are not available with the service technician at the time a warranty service call is made, ITW FEG will acquire such parts through ground freight. Owner may request expedited parts at its cost through next-day air shipment.

- 3.) **Accidental Damages:** Calls resulting from physical damage by operators are not covered by this Warranty.
- 4.) **Water Quality Related Damages:** Calls resulting from damage due to improper water conditions are not covered by this Warranty. Failures due to not properly cleaning the unit are not covered by this Warranty. Failure of Owner to provide proper water quality or water pressure to the Product as required by Product's specifications and/or Instructions Manual is not covered by this Warranty. Failure of Owner to maintain water treatment equipment is not covered by this Warranty.
- 5.) **After Hours and Weekend Emergency Coverage:** This Warranty provides for replacement parts and repair services during normal business hours with commercially reasonable response times by ITW FEG. Owner is responsible for all fees stemming from emergency Calls received by ITW FEG on weekends, holidays, or Monday through Friday, between 5pm-8am local time.
- 6.) **Maintenance Inspections:** Preventative or preemptive calls that identify potential service problems on a unit prior to occurrence are not covered by this Warranty.
- 7.) **Supply Lines:** Opening or closing of, supply lines, valves, or switching of electrical supply current is not covered by this Warranty.
- 8.) **Adjustments:** Adjustments to Product appearance requested by Owner are not covered by this Warranty.
- 9.) **Customer Feature Upgrades:** Feature upgrades, including (non-mandatory) firmware, software, label format, or graphics, are not covered by this Warranty.
- 10.) **Customer Network:** Customer network related issues for connected devices (when applicable) are not covered by this Warranty.
- 11.) **Commercial Use Only:** ITW FEG does not recommend or authorize the use of any Product in a non-commercial application, including, but not limited to, residential use. This Warranty does not apply to, and shall not cover, any Product that is installed or used in any way in any residential or non-commercial application. No warranties, express or implied, are provided to any residential, consumer or non-commercial purchaser or owner of the Products.

## WARRANTY (CS500, OV500, OV520, OV310, AND OV320 HEAT EXCHANGER TUBES)

In addition to the standard Baxter one (1) year parts and labor warranty, Baxter agrees to warrant the OV500, OV520, OV310, or OV320 Heat Exchanger Tubes for an additional nine (9) years from the date of original installation. This additional coverage applies to the CS500, OV500, OV520, OV310, or OV320 Heat Exchanger Tubes only and the associated labor to replace a failed Tube Assembly. This warranty is conditioned upon Baxter receiving notice of any defect subject to this warranty within thirty (30) days of its discovery by Owner or when Owner should reasonably have known of the defect.

This warranty does not apply to damage resulting from fire, water, burglary, accident, abuse, misuse, acts of God, attempted repairs or improper installation by unauthorized persons. Failure to follow use, care, or maintenance instructions in your Instruction Manual may void this warranty.

THE FOREGOING SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF THE PURCHASER OR OTHER PARTY SEEKING TO ENFORCE THE WARRANTY AND THE EXCLUSIVE LIABILITY OF HOBART. THE ABOVE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL

OTHER EXPRESS WARRANTIES WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. NO WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

No agent, dealer, employee or representative of Hobart or Baxter nor any installer or other person is authorized to modify the Limited Warranty in any respect. The invalidity of all or a part of any of the provisions of the Limited Warranty shall not affect or invalidate any other provision of the Limited Warranty.

## EXPORT WARRANTY

Baxter's standard warranty does not apply to Export Sales. Rather, for a period of one (1) year from date of original installation not to exceed eighteen (18) months from date of shipment from factor.

- Baxter will replace, F.O.B. shipping point, shipping charges prepaid and add, any defective parts normally subject to warranty.

- Baxter will not cover the cost of any packing, freight, or labor; such costs being the sole responsibility of Dealer.
- There are no oral, statutory or implied warranties applicable to Baxter, including but not limited to any implied warranty of merchantability or fitness for any particular purpose which extend beyond the description on the face hereof.

- Dealer agrees to assume full responsibility for the installation and correction of Baxter products purchased for Export Sales, including all expenses.