

# SMART FAMILY OF COOLING PRODUCTS

[www.SmartCoolingProducts.com](http://www.SmartCoolingProducts.com)



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## Combined Refrigeration Resources, Inc.

1118 First Street Humble TX 77338

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STANDARD ORDER TERMS AND CONDITIONS OF SALE:

**THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL ORDERS AND SUPERSEDE AND REPLACE ANY STANDARD TERMS AND CONDITIONS OF BUYERS PURCHASE ORDER. TERMS APPLY TO ALL CRR, DUN-RITE,, AND SMART FAMILY PRODUCTS.**

**Credit:** All orders shall be at all times subject to the approval of Combined Refrigeration Resources, Inc. credit department. Combined Refrigeration Resources, Inc. may at any time delay, suspend or decline any order or shipment until receipt of payment in full, or agreement by Combined Refrigeration Resources, Inc. to other acceptable security or terms and conditions satisfactory to Combined refrigeration Resources, Inc. credit department.

**Pricing:** All goods shall be invoiced when shipped Initial orders will require prepayment (Credit Card, Wire Transfer, Money Order, Company Check) until a line of credit has been established, at which time payment terms will be applied. Orders will be filled at the prices that are in effect at the time of order, unless Buyer request that shipment be delayed Fifteen (15) days or more from the date of the order; in which orders will be filled at the prices that are in effect at the time of the shipment. If actual shipment goes beyond Fifteen (15) days of time of completion or order readiness date, the Seller reserves the right to charge additional holding charges or fees. No order may be held longer than Fifteen (15) days without explicit acceptance by the Seller.

**Payment Terms:** Standard payment terms shall be 30% down payment, 30% upon completion of major components or project milestones, and remainder COD unless otherwise noted and accepted. If invoice is not paid within terms a 1% late penalty fee will be incurred. Every additional 15 days late an additional 1% late payment penalty fee will be added to the account statement

**Acceptance:** All orders must be in writing and are not binding until accepted by the Seller's office. Orders are accepted subject to strikes, accident, and other causes beyond our control. We will not be liable for any delay in delivery or for any damages suffered by the Buyer for reason of such delay. Delivery: We will endeavor to ship by promised delivery date, but failure to do so for any cause whatever will not give Buyer right to cancel or hold Seller responsible for any damages resulting from the failure to deliver within the time stated.

**Routing:** Where prices include freight, the Seller determines the routing. If special routing is requested, a charge will be made for the difference between such routing costs and normal minimum freight charges to same point.

**Shipping:** Combined Refrigeration Resources, Inc. reserves the right to make multiple partial shipments as the order may be filled and ready for shipment, at its sole discretion and without notice to Buyer. All goods are shipped by Buyer's risk and are shipped F O B. shipping point. If material is received in damaged condition. Buyer should contact transportation agent and immediately file claim.

**Cancellations:** Orders for standard or stocked components, such as parts, maybe canceled only with written consent of the Seller and upon payment of reasonable cancellation charges by the Buyer as set out below. There will be a 10% handling charge for order cancellations by buyer; except that orders cancelled by buyer within five (5) days of scheduled shipment shall be nonrefundable and payment in full will be required. Special orders for goods not normally stocked, including all equipment orders, are non-cancelable by buyer and nonrefundable, and payment in full will be required. Minimum cancellation fees for equipment orders, such as air handlers, chillers, pump tank units, and packaged AC units, are: (i) 10% with acceptance of order (ii) 40% at time of release (iii) 100% within 6 weeks of project completion.

**Taxes:** In case of the imposition of any additional duty tax or other governmental charge upon raw materials entering into production of the goods represented by the invoice, and order acknowledgment, or upon or measured by the production, sale or shipment of said goods by Federal, State, or Municipal authorities, which would be applicable to this sale, then the contract price may be increased by the amount of such additional cost or expense to the Seller, which is caused thereby Unless specifically exempted, all sales, use and any other Federal, State, Municipal or Governmental tax will be invoiced to the purchaser as a separate item in addition to the price of the equipment and are to be paid by the purchaser.

**Warranty:** We agree that the apparatus manufactured by the Seller will be free from defects in material and workmanship for a period of one year under normal use and service and when properly installed: and our obligation under this agreement is limited solely to repair or replacement at our option, at our factories, of any part or parts thereof which shall, within one year from date of original installation or 18 months from date of shipment from factory to the original purchaser, whichever date may first occur, be returned to us with transportation charges prepaid which our examination shall disclose to our satisfaction to have been defective THIS AGREEMENT TO REPAIR OR REPLACE DEFECTIVE PARTS IS EXPRESSLY IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. SELLER HEREBY DISCLAIMS AND EXCLUDES THE IMPLIED WARRANTY OF MERCHANTABILITY AND FURTHER DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OR FITNESS. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF SELLER'S SALES ORDER ACKNOWLEDGEMENT. Labor is not included in warranty terms neither is extended compressor warranty, installation, start-up, or any other field service.

**Special Products:** On all quantity orders for special products or products not covered in published price sheets, Seller reserves the right to over-ship and under-ship 5% of the quantity of the last production release.

**Shortages:** No claims for shortages will be considered unless same are made in writing to the Seller within 10 days of receipt of shipment.

**Refunds/Returns:** No goods may be returned for credit unless written authorization by Combined Refrigeration Resources, Inc. has been given in advance. Returned product that was shipped as ordered is subject to a minimum 35% restocking charge, depending on the condition and age of the returned goods. Products that are obsolete, discontinued, modified or special goods are not returnable. Product shipped in error will be allowed full credit upon return. ANY BUYER WITH AN OUTSTANDING BALANCE TO COMBINED REFRIGERATION RESOURCES, INC. WILL NOT BE authorized for returning product for credit. Refunds may only be applied to future purchases and are not redeemable for credit. All authorized return shipments must be made as directed by us and with transportation charges prepaid to point of origin of our shipment unless instructed otherwise. Shipment of material returned without authorization or improperly tagged or not prepaid, are subject to refusal and immediate return to shipper.

**Sole Terms:** Failure of the Seller to object to provisions contained in customer's purchase orders or other communications shall not be deemed a waiver of the terms or conditions hereof nor acceptance of such provision. The printed terms hereon combined with the other writings entered into between the parties, are the entire contract and all of the terms thereof. No oral statements, warranties, representations, stipulations or terms have any binding effect or be any part of the contract whatsoever. Failure of the Buyer to object in writing within five (5) days of receipt thereof to Terms of Sale contained in the Seller's acceptance and/or acknowledgment, or other communications, shall be deemed an acceptance of such Terms of Sale by Buyer.

**OSHA:** The Occupational Safety and Health Act (OSHA) imposes certain requirements on an employer" including many relating to the use of machine and equipment. Since these requirements are directly related to the conditions under which and the manner in which the machinery or equipment is used, Seller, makes no warranty, expressed or implied, of merchantability under, fitness under, compliance with, or liability under OSHA, its interpretations and/or regulations. Further, the Seller makes no warranty of any kind other than the warranty set forth in paragraph 10 of the terms of sale.

**Patent Indemnity:** The Company shall protect and indemnify the Buyer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the articles or material delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, the Company shall promptly be notified and given full opportunity to negotiate a settlement. The Company does not warrant against infringement by reason of the Buyer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, the Buyer agrees reasonably to cooperate with the Company. All parties concerned shall be entitled, in connection with any proceeding under the provisions of this article, to be represented by counsel at their own expense.