



Belshaw Bros Inc
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INDUSTRIAL EQUIPMENT TERMS & CONDITIONS OF SALE

Execution:

Upon execution of an Industrial Order Proposal from **Belshaw Bros Inc.** (hereinafter referred to as the "Seller"), the customer (hereinafter referred to as the "Buyer") agrees to the following applicable terms and conditions.

Product Ownership:

The quoted prices are F.O.B. from our factory in Auburn, WA. Ownership is transferred to the Buyer once the equipment leaves the Seller's factory.

UL / ETL Certification (where applicable):

All Belshaw equipment is BEAG certified for sanitation and all industrial control panels are certified to UL 508A and conform to the National Electrical code (NEC) safety standards. If local building, fire and health inspectors will not accept BEAG certification alone, the Seller can supply a letter of certification affirming adherence to appropriate UL and ANSI standards, and/or can arrange for an UL / ETL field inspection to be performed at the expense of the Buyer. An estimate of cost will be supplied based on the required scope of work. For any certification that is required that falls outside the scope of what is offered, the stipulation of such must be clearly stated in the purchase agreement.

Limited Warranty Policy:

Unless otherwise stipulated in the purchase agreement, all Industrial equipment listed herein is covered by a Two (2) year parts and labor (labor only covered for USA domestic locations) warranty in accordance with our Limited Warranty Policies.

Transit Damage and Insurance:

The Buyer or his agent is responsible for inspecting all equipment as it arrives and fully document (including photographs) of any visible damage to the equipment and/or crating / packaging. Further, all documented damage must be noted on the trucker's Bill of Lading. If the damage is excessive the Buyer is instructed not to accept delivery of that item and note on the Bill of Lading "refused shipment due to excessive damage." All damage claims including documentation and pictures must be submitted to the Seller within twenty-four (24) hours, so that an insurance claim can be made by the Seller on behalf of the Buyer. Any equipment that damage has been noted should not be uncrated or altered in any way until the Insurance Adjuster has witnessed the damage. Failure to do so, resulting in claim denial, shall result in Seller being held responsible for the damage.

Should the Buyer or his agent fail to properly document and report any damage, this will void the right to make an insurance claim, and the damage shall be the responsibility of the Buyer, without exception.

UCC Filings (US Sales - Only on orders where credit is extended):

The Buyer agrees that as part of the sales contract they will be required to sign a Security Agreement. Further, the Buyer agrees that the Seller may file any and all protective UCC filings in relation to the equipment or this agreement including, but are not limited to, financing statements, financing statement amendments, correction statements, information requests, and addendums to the full extent allowed by law (hereinafter collectively the "UCC Filings").

By executing this Agreement, the Buyer represents that the Buyer is fully authorized, as either a principal of the Buyer or a personal guarantor of the Buyer, to enter into all obligations related to the UCC filings.

In states where permissible, the Buyer explicitly authorizes the filing and recording of UCC financing statements showing the Belshaw Bros Inc. interest in the Equipment as a secured party and grants the Belshaw Bros Inc. the right to execute Buyer's name as debtor thereto. The Buyer further agrees to provide the Belshaw Bros Inc. any and all requested information necessary for any UCC Filings. This information includes but is not limited to all current addresses, contact information, organization identification number, and any other information as required.

Credit Information (Only on orders where credit is extended):

The Buyer further authorizes the Seller and its actual or potential affiliates, successors, designees, or assignees to obtain consumer credit reports relating to the Buyer's credit history and/or creditworthiness. The Buyer's authorization shall extend to obtaining a credit profile in considering this application and subsequently for the purposes of update, renewal or extension of such credit or additional credit and for reviewing or collecting the resulting account. The Buyer also authorizes the Seller's trade references, and financial institutions the right to release credit information.

Loss of Product or Sales:

Unless otherwise agreed to in the final Contract of Sale, the Seller will not be liable for the Buyer's loss of product or sales and any associated labor costs that may result from equipment malfunction, break-down, or any other reason the equipment may be out of service.

Indemnification:

The Buyer agrees to indemnify and hold the Seller, its officers, directors, employees, affiliates, successors, and assigns harmless against all losses, damages, or expenses of whatever form or nature, including attorney's fees and other costs of legal defense, whether direct or indirect, that they, or any of them, may sustain or incur as a result of any acts or omissions of the Buyer or any of its directors, officers, employees, or agents, including, without limitation, (1) breach of any of the provisions of these terms and conditions or the sales contract, (2) negligence or other tortious conduct, (3) representations or statements not specifically authorized by the Seller herein or otherwise in writing, (4) violation by the Buyer or by any of its directors, officers, employees, or agents of any applicable law, regulation, or order affecting its representation of the Seller's Products or (5) failure of Products or damage to the Buyer's or their Buyers' personnel or property due to the Buyer's faulty operation, improper training, misrepresentation or improper use.

Force Majeure:

The Seller shall not be liable to the Buyer for any claim of penalties, interest or other compensation or damages nor will the Buyer have grounds for termination of this Agreement due to any failure of the Seller to ship equipment or parts if such failure is due to: acts of God; wars, declared or not; insurrections or riots; fires, floods, explosions, earthquakes or accidents; epidemic or quarantine restrictions; any act of government or governmental priorities; failure of transportation; strikes, and labor troubles causing a cessation or slow down; or any other cause to the extent it is beyond the our reasonable control and not occasioned solely by our intent or gross negligence.

Return of Products:

No equipment listed on this order is eligible for return. Only Repair Parts or Accessories may be returned for credit or replacement providing the Buyer has written consent with an RGA number assigned from the Seller. The Seller reserves the right to apply handling and restocking charges on all return goods, at a minimum, 35% of the invoice price. The Buyer is responsible for shipping charges on returned goods.