International Coolers, LLC

Terms and Conditions

These Terms and Conditions (the "Terms and Conditions") shall apply to all agreements, invoices, and purchase orders entered into or provided by International Coolers, LLC, its subsidiaries or affiliates ("International Coolers") for the purchase of tangible or intangible goods or services (collectively, the "Product" or "Products").

All purchase orders, invoices, or quotes issued by International Coolers shall be governed by these Terms and Conditions unless specifically provided for otherwise in such purchase order, invoice, or quote. Any modifications or revisions of these Terms and Conditions shall be stated explicitly in writing, and any additional or different terms provided in any customer/buyer/purchaser purchase order shall not negate or alter these Terms and Conditions unless specifically agreed to in writing by International Coolers.

LIMITED WARRANTIES:

International Coolers warrants to the original purchaser that the walk-in panels manufactured by the company are free from any defect in material or workmanship under conditions of normal use and service. The obligation of the manufacturer under this warranty shall be limited to repairing or replacing at their option FOB factory, panels of said walk-in which proves defective within ten (10) years from the date of shipment under normal use and service. All hardware carries a standard one (1) year warranty. This warranty does not include any labor charges for replacement or repair of defective parts.

All claims for incorrect products or replacement must be made and settled prior to installation. International Coolers assumes no liability for expenses or repairs made outside its factory without written authorization.

Refrigeration equipment carries a standard one (1) year factory warranty for compressor and accessories. The obligation of International Coolers under this warranty shall be limited to repairing or replacing at their option FOB factory, any part of said refrigeration system which proves defective within one (1) year from the date of purchase. An extended four-year compressor warranty and a 1st day through 5th year labor warranty are also available as an option.

For warranty work on your walk-in cooler or freezer, call our Customer Service Department immediately. You will then be advised of the proper procedure to follow. NO warranty work is to be performed without an authorization number, which will be provided by the Customer Service Manager. International Coolers assumes no responsibility for work performed without an authorization number.

EXCLUSIVE WARRANTY – NO IMPLIED WARRANTIES:

THIS WRITTEN AND EXPRESSED WARRANTY IS THE ONLY WARRANTY PROVIDED BY INTERNATIONAL COOLERS ON THE PRODUCT IT SELLS. ALL WARRANTIES WHICH MIGHT OTHERWISE BE IMPLIED IN THIS CONTRACT, ARE HEREBY EXCLUDED FROM THIS CONTRACT. THIS INCLUDES EXCLUDING THE IMPLIED WARRANT OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE WARRANTIES ON THE FACE HEREOF. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED AND DOES NOT APPLY TO EQUIPMENT WHICH HAS BEEN SUBJECT TO ANY ACCIDENT, ALTERATION, ABUSE, MISUSE OR IMPROPER INSTALLATION. INTERNATIONAL COOLERS EXPRESSLY

DISCLAIMS ALL OTHER WARRANTIES EXPRESSED OR IMPLIED. THE STANDARD WARRANTY DOES NOT INCLUDE ANY LABOR CHARGES FOR REPLACEMENT OR REPAIR OF DEFECTIVE PARTS. IN NO EVENT SHALL INTERNATIONAL COOLERS BE LIABLE FOR ANY SPECIAL, DIRECT OR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PRODUCT, LOST PROFITS OR REVENUES OR OTHER LOSSES OR DAMAGES CAUSED BY LOST PRODUCT OR LOST PROFITS OR REVENUES, WHETHER FOR BREACH OF WARRANTY OR OTHERWISE. INTERNATIONAL COOLERS WARRANTY DOES NOT COVER ANY PRODUCTS INSTALLED OUTSIDE OF THE CONTINENTAL UNITED STATES.

EXCLUSIVE REMEDIES:

The buyer's exclusive remedy under this warranty or for the breach of this warranty shall be the repair or the replacement of the defective part by International Coolers. International Coolers shall repair, or at its option replace, F.O.B. the factory, any part of the product which its examination shall disclose, to its satisfaction, to be defective.

NO OTHER REMEDY, INCLUDING REJECTION OF GOODS, REVOCATION OF ACCEPTANCE, NOR CONSEQUENTIAL DAMAGES FOR PERSONAL OR PROPERTY DAMAGE, NOR INCIDENTAL DAMAGES SHALL BE ALLOWED TO THE BUYER OF THIS PRODUCT.

ELECTRICAL COMPONENTS AND HARDWARE:

All electrical components and hardware are warranted to be free of defects in materials and workmanship under normal use and service for one (1) year from the date of the original shipment. Items such as fluorescent lights, ballasts and starters are not covered by this warranty.

VOIDABILITY OF WARRANTY:

This warranty is void and of no force or effect, and the buyer shall have no expressed or implied warranties against defects, nor remedies for defects, if any of the following events occur:

- The Products have been subjected to improper installation, misuse, alteration, accident, fire, flood, earthquake or other natural disasters, or have been operated in a corrosive atmosphere.
- The Products are not installed within 140 days of original shipment.
- International Coolers Floors are not designed for use with forklifts. Damage caused by forklifts to the floor will void the panel warranty.

All refrigeration components must be installed by a certified refrigeration contractor, and one must be present at the refrigeration unit's start up. FAILURE TO UTILIZE A CERTIFIED REFRIGERATION CONTRACTOR NEGATES ALL APPLICABLE WARRANTIES.

This warranty does not include food or product loss, labor or transportation charges for replacement or repair of defective parts. This warranty is nontransferable. The original purchaser is the business or individual to whom International Coolers originally sold this product.

GOVERNING LAW:

These Terms and Conditions shall be governed by and interpreted and administered for all purposes under the laws of Texas. The Parties agree to be bound by these Terms and Conditions which are incorporated by reference herein into any Purchase Order and/or Invoice for the sale of Products.

QUOTATIONS AND ACCEPTANCES:

All quotations and acceptances of orders are made with the mutual understanding that the orders are not subject to cancellation unless by mutual written consent. Care is taken to give reliable descriptions of the products and conditions of the products, but these are not guaranteed, and prospective buyers are advised to check details. The shipping date is approximate only and is conditional upon delays, nonperformance occasioned by strikes, fires, or other causes beyond our control, including shipping delays. We reserve the right to correct stenographic errors. It is understood that there are no conditions or agreements outside of our quotation, invoice, or Purchase Order issued by International Coolers, which includes these Terms and Conditions by reference, and that all prior conversations, agreements, or representations with reference to its subject matter are superseded. Additional provisions in documents provided by purchaser must be specifically agreed to in writing by seller. Otherwise said additions or modifications are deemed void.

ACCEPTANCE METHODS:

A facsimile or email of the signed original of this document, or an emailed or other electronic approval referencing this document specifically shall have the same force and effect as a signed original and shall, upon receipt and acceptance by International Coolers, be binding on both parties.

TERMS:

Standard payment terms are payment in full at the time of order. Purchaser agrees to pay any change fees, storage fees, or additional delivery fees within ten (10) days of receiving an invoice of the additional costs. For any amounts not paid in full at the time of order, or any change fee, storage fee, delivery fee or any other fees due and owing International Coolers that are not paid within ten (10) days of receiving an invoice, Purchaser shall incur and owe to International Coolers a late payment penalty of $200 and all amounts due and owing shall begin accruing interest at the lower of 18% per annum or the highest lawful rate of interest. Storage fees invoiced under the STORAGE section of these Terms and Conditions are subject to all payment obligations, late penalties, and interest provisions set forth in this TERMS section. Parties agree that the exclusive jurisdiction for any dispute arising from any transaction between the parties hereto will be in Plano Collin County, Texas.

INSTALLATION:

No installation or job site supervision charges or services are included unless specified on the International Coolers quotation, invoice, or purchase order. By signing each drawing (or accepting each drawing as authorized in International Coolers's acceptance methods), Customer certifies that the drawing meets required layout specifications. Customer agrees to comply with all installation instructions for building assembly and provide all structural requirements necessary in our standard and/or engineered (if required by specific job) drawings. Customer also agrees to abide by all ancillary equipment installation procedures. IF CUSTOMER FAILS TO DO SO, THEY HEREBY AGREE TO INDEMNIFY AND HOLD INTERNATIONAL COOLERS, ITS OFFICERS, DIRECTORS, MEMBERS AND ITS PROJECT CONSULTANTS HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES CAUSED BY SAID FAILURE, INCLUDING ATTORNEYS' FEES AND THE COST TO PROVIDE A DEFENSE.

INSTALLATION START DATE:

The installation start date will be determined based on the due date of the invoice. If the order is not placed by the specified due date, the installation start date is not guaranteed within the 8-week timeframe. INSTALLATION IS NOT GUARANTEED ON THE EQUIPMENT DELIVERY DATE. INSTALLATION WILL BE SCHEDULED ONLY AFTER THE ORDER IS PLACED, AND THE ACTUAL INSTALLATION DATE SHALL BE AT ALL TIMES SUBJECT TO INTERNATIONAL

COOLERS'S SCHEDULE AND INTERNATIONAL COOLERS SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR NOT INSTALLING ON ANY SCHEDULED INSTALLATION DATE.

INSTALLATION DEADLINE:

Purchaser shall provide International Coolers with a confirmed installation date no later than sixty (60) calendar days after the date of the Purchase Order. Failure to provide a confirmed installation date within this period shall constitute a material breach of the agreement and shall entitle International Coolers to all remedies available under these Terms and Conditions and applicable law, including the right to assess storage fees and exercise its rights under the Lien, Right of Retention, and Right of Sale provision set forth in the STORAGE section below.

PRICES:

QUOTES ARE VALID FOR 7 DAYS. After 7 days, prices are subject to change without notice.

SURCHARGE:

During times of volatile market conditions, International Coolers reserves the right to apply a surcharge at any time in the order process to accommodate significant or frequent raw material or shipping price increases or labor shortages. All surcharges need to be paid before International Coolers will ship the product.

FORCE MAJEURE:

If International Coolers is unable to perform its obligations because of acts of God, pandemics, strikes, delivery delays not the fault of International Coolers, equipment or transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control, International Coolers shall not be liable for damages to the Customer for any damages resulting from such failure to perform or otherwise from such causes.

STORAGE:

All orders will be invoiced at the time of order. International Coolers shall use commercially reasonable efforts to provide an estimated ship date to Purchaser ("Estimated Ship Date"). This is solely an estimate and not a guaranteed ship date.

Readiness Notice. When the Product is substantially complete and ready for shipment, International Coolers shall send written notice to Purchaser ("Readiness Notice") by email or other written communication to the address on file. The Readiness Notice shall state that the Product is available for pickup or shipment and shall identify the number of pallets or pallet-size spaces occupied by the Product.

Accrual of Storage Fees. Storage fees shall accrue automatically at the rate of $20.00 per day per pallet-size space beginning on the earliest of:

(a) seven (7) calendar days after International Coolers issues a Readiness Notice to Purchaser;

(b) seven (7) calendar days after the Estimated Ship Date, if one has been provided; or

(c) if Purchaser requests or is deemed to have requested (as set forth below) International Coolers to hold delivery for any reason, seven (7) calendar days after the date of such request or deemed request.

Storage fees shall continue to accrue daily until the Product is shipped, picked up, or otherwise removed from International Coolers's location or Factory. Storage fees are non-refundable and are not subject to offset, deduction, or credit against any other amounts.

Deemed Request to Hold. If, within fourteen (14) calendar days after issuance of a Readiness Notice, Purchaser has not (i) arranged for freight and provided written shipping instructions, (ii) picked up the Product, or (iii) otherwise taken delivery, Purchaser shall be deemed to have requested that International Coolers hold delivery, and storage fees shall accrue as set forth above, retroactive to seven (7) calendar days after the Readiness Notice. Without limiting the foregoing, any of the following shall independently constitute a deemed request to hold delivery:

(a) Purchaser's failure to respond to a Readiness Notice within fourteen (14) calendar days;

(b) Purchaser's failure to provide an installation date, delivery window, or delivery address;

(c) Purchaser's failure to arrange or pay for freight;

(d) Purchaser's failure to pay any outstanding invoice balance, where such non-payment prevents International Coolers from releasing the Product; or

(e) Any other act or omission by Purchaser that prevents, delays, or obstructs shipment or delivery of the Product.

Payment of Storage Fees. All storage fees must be paid in full before International Coolers will release or ship the Product. Storage fees are payable within ten (10) days of invoicing and are subject to the late payment penalties and interest provisions set forth in the TERMS section of these Terms and Conditions.

Lien, Right of Retention, and Right of Sale. International Coolers shall have a lien on all Products in its possession for all unpaid amounts, including but not limited to unpaid invoice balances, accrued storage fees, freight charges, late payment penalties, accrued interest, taxes, and any other sums due under these Terms and Conditions or any related Purchase Order or Invoice (collectively, "Secured Amounts").

Right of Retention. International Coolers may, in its sole and absolute discretion, elect to retain possession of the Product for as long as any Secured Amounts remain outstanding. During any period of retention, storage fees shall continue to accrue at the applicable rate. Purchaser acknowledges and agrees that the decision to retain or release the Product rests exclusively with

International Coolers, and that International Coolers has no obligation to sell, dispose of, or otherwise liquidate the Product at any time.

Right of Sale. As an alternative to retention, if any Secured Amounts remain unpaid for more than ninety (90) calendar days after written demand for payment, International Coolers may, upon thirty (30) calendar days' additional written notice to Purchaser at the address on file, sell the Product at public or private sale on commercially reasonable terms. International Coolers may purchase the Product at any such sale.

Application of Proceeds. The proceeds of any sale shall be applied in the following order of priority: (1) all costs and expenses of the sale, including attorney's fees; (2) all accrued and unpaid storage fees through the date of sale; (3) all other Secured Amounts, including unpaid invoice balances, freight charges, late payment penalties, accrued interest, and taxes; and (4) any surplus shall be paid to Purchaser. If the proceeds are insufficient to satisfy all Secured Amounts in full, Purchaser shall remain liable for the deficiency, including all accrued storage fees, interest, and attorney's fees, and International Coolers may pursue collection of such deficiency by all available legal means.

Election Not a Waiver. International Coolers's election to retain the Product rather than exercise its right of sale shall not constitute a waiver of the right of sale or any other right or remedy. International Coolers may exercise the right of sale at any time after the conditions set forth above are met, regardless of the duration of prior retention.

PURCHASER ACKNOWLEDGMENT: BY PLACING AN ORDER, PURCHASER ACKNOWLEDGES AND AGREES THAT: (A) STORAGE FEES WILL ACCRUE AUTOMATICALLY AS SET FORTH ABOVE AND THAT NO SEPARATE AGREEMENT, REQUEST, OR AFFIRMATIVE ACT BY PURCHASER IS REQUIRED TO TRIGGER STORAGE FEES; (B) PURCHASER WAIVES ANY DEFENSE BASED ON THE ABSENCE OF AN EXPLICIT REQUEST TO HOLD DELIVERY; (C) INTERNATIONAL COOLERS HAS THE RIGHT, IN ITS SOLE DISCRETION, TO RETAIN THE PRODUCT OR SELL THE PRODUCT TO SATISFY UNPAID AMOUNTS; AND (D) PURCHASER SHALL REMAIN LIABLE FOR ALL ACCRUED STORAGE FEES AND OTHER SECURED AMOUNTS REGARDLESS OF WHETHER INTERNATIONAL COOLERS ELECTS TO RETAIN OR SELL THE PRODUCT.

TAXES:

No taxes of any kind are included in our quotes. All prices herein and/or contracts shall be subject to increase without notice, by the amount of any present or future sales or excise tax levied or charged, either by federal, state, or any other tax assessing agency as necessary. If a valid sales tax certificate is not on file with International Coolers, the customer will be responsible for taxes. Taxes are determined based on the ship to state.

FREIGHT TERMS:

Freight is not included in any equipment or installation quote or invoice and shall be separately invoiced. F.O.B. (freight on board) is defined as when the goods are loaded onto the delivery vehicle at International Coolers's location or Factory and Freight is due at destination at buyer's expense. All charges for unloading and transportation to job site are at buyer's expense. Freight estimates in our quotes are estimates only. Due to volatility in the shipping industry, freight surcharges may be added at any point in the order process. **Purchaser acknowledges that freight is an additional obligation separate from equipment and installation charges and agrees to pay all freight invoices within ten (10) days of receipt.**

CONTINGENCY:

All contracts are contingent upon fire, strike, accidents, and delays in transit or other causes beyond our control.

CHANGES:

Changes made after order has been accepted shall be submitted, in writing, signed by the purchaser. Purchaser agrees to the cost of any such changes applicable.

CARRIER CLAIMS:

Title passes to buyer upon delivery to the carriers unless otherwise indicated. Safe delivery is to the carrier and loss or damage should be noted on delivery receipt and freight bill before acceptance of shipment. Any claims on carriers are the sole and exclusive responsibility of the purchaser.

LOCAL CODES:

International Coolers does not assume responsibility or costs for field changes to its products to meet local or state codes.

ORDERS:

All orders resulting from any quotes issued by International Coolers are subject to acceptance by International Coolers. In order to begin production, International Coolers must have customer's signed order acknowledgment, approval drawing, and credit approval.

RETURN OF MATERIALS:

No goods may be returned without prior written consent. Restocking fees will be applied.

CANCELLATION OF ORDERS:

No order may be cancelled unless International Coolers approves in writing. If cancellation request is approved, customer will be responsible to pay the quoted price for any items purchased specifically for this order and any work in production at the date of the cancellation request. If cancellation is approved and we can resell any items purchased for the order, restocking (if applicable) fees will be applied. Customer acknowledges that most International Coolers orders are custom to each customer's unique specification and cancellation will not always be available.

NO WAIVER:

No failure or delay by International Coolers in exercising any right, power, or remedy under these Terms and Conditions shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. The rights and remedies provided herein are cumulative and not exclusive of any rights or remedies provided by law.