

WeChillThat

Industrial Fluid Chillers

Terms and Conditions

(Customer to review)

Failures due to freeze up or corrosion are not covered under warranty.

- 1. Payment Terms:** Net 30 Days upon credit approval. Without an open account the factory will require a 50% deposit with the balance due upon shipment. Please note that a completed credit application can take up to TEN business days depending on trade reference replies. In the event that a customer credit account is on "Credit Hold" or under credit review, for whatever reason, the 50% deposit would be required within TEN BUSINESS DAYS of the factory order confirmation (F.O.C.) date. Should the deposit be delayed, the estimated ship date will automatically be adjusted back by a minimum of the equivalent days late. Customers who wish to establish a credit line with "WeChillThat, Inc." are encouraged to complete an application in advance of their order. Applications are available on-line at www.wechillthat.com under "downloads" or simply contact us via phone or email to request a copy.
- 2. International Shipments:** All International Shipments MUST be paid in full prior to shipment of equipment.
- 3. Review of ALL documents:** It is highly recommended to have the installing party review all F.O.C. information and support documents upon receipt. Please note that all information found on-line such as (but not limited to) weights and or dimensions should NOT be considered "As-Built" information. Please see Item# 8 below labeled "Product Changes" for further information.
- 4. Shipping and Lead Time estimates:** All shipping and delivery lead times are estimated. Customers with time critical requirements should place orders early to prevent project delays. Under NO circumstances shall "WeChillThat, Inc." be held responsible for site preparation, production delays or overages either directly or indirectly.
- 5. Change Orders:** Requests for changes after order has already been placed may result in shipment delays and additional production costs. PLEASE READ ALL F.O.C. CAREFULLY. IF AN ERROR HAS BEEN MADE, PLEASE NOTIFY YOUR SALES REPRESENTATIVE IMMEDIATELY.
- 6. Ship-To Location:** "WeChillThat, Inc." requires a valid physical address a minimum of 3 weeks PRIOR to the estimated ship date indicated on the F.O.C. If a valid Ship-To address is not provided, the potential exists for delays in production and shipment. If "WeChillThat, Inc." at our sole discretion chooses to complete production of an order which cannot be shipped due to an incorrect or missing ship-to address "WeChillThat, Inc." reserves the right to assess storage fees.
- 7. Freight Carrier Re-consignment Fees:** *Unless otherwise notified in writing* no less than FIVE business days prior to the F.O.C. estimated ship date, the ship to address on the F.O.C. will be used. In the event a ship to address change is required within those FIVE business days, any and all re-consignment fees plus mark up of 10% may be passed onto the customer. Once "WeChillThat, Inc." is made aware of these charges a separate invoice will be generated which could take as long as sixty days.
- 8. Product changes:** Due to our ongoing efforts to improve product lines, changes in options and general specifications such as but not limited to; color, dimensions, locations of access panels, electrical, process water and refrigeration connection points are subject to change without notice. Should the customer require "finished equipment" specifications it is their responsibility to request "As Built" Engineered drawings from their Sales Engineer. Should such product changes create the need for additional labor and or materials for installation and or ongoing maintenance, "WeChillThat, Inc." will not be responsible for any such costs, either direct or indirect.
- 9. Permits and Licensure:** According to building code standards, all works of improvement require compliance to building codes. Because each Municipality may interpret building codes/standards differently it is the customer's responsibility to ensure these are met and or followed. All "WeChillThat, Inc." products include the "ETL" indicating compliance with "ETL" manufacturing standards. In the rare instance your Municipality does not accept the "ETL" manufacturing standard, it is the customer's responsibility to notify "WeChillThat, Inc." in writing of any special compliance features needing consideration during the manufacturing of the equipment at time of ordering or before. Should the required changes add to the manufacturing costs, "WeChillThat, Inc."

may, at its own discretion, reserve the right to pass such costs (*in addition to reasonable markup*) onto the customer.

10. **Engineering Liability:** In order for any process chiller application to work properly, the piping system and coolant medium must be properly designed, installed and maintained. Failure to do so may result in a variety of operational problems or even system failure. Our technical support team is available for phone support during the installation of your “WeChillThat, Inc.” equipment. With reference to this support, customers are hereby advised that “WeChillThat, Inc.” shall provide NO warranty or accept any liability (*expressed or implied*) on ANY workmanship, engineering or advice provided by “WeChillThat, Inc.”, or its vendors, that the customer has not specifically been charged for by “WeChillThat, Inc.”
11. **Order Cancellation:** All “WeChillThat, Inc.” products are built to order. Due to the costs of manufacturing these systems the purchaser acknowledges and fully understands the following in the event of an order cancellation:
 - **Within FIVE business days of order receipt:** There is to be no financial liability to the customer if the order is cancelled in writing within this timeframe. Any deposits paid by the customer shall be returned in full within TEN business days.
 - **Days SIX through TEN:** A restocking fee of 25% shall be assessed. For customers with an open account an invoice will be generated with payment expected within 30 days. If a deposit was paid, this fee will be subtracted from such deposit with the balance (*if any*) refunded to customer within TEN business days. If this fee exceeds the deposit the remaining balance will be invoiced as above with no refund due the customer.
 - **Day ELEVEN and after:** Because all equipment is built to order, it is the sole right of “WeChillThat, Inc.” to review and determine if the order may be deemed cancellable. If such order is deemed cancellable the restocking fee will start at 35% on day ELEVEN and increase by 5% per diam. For customers with an open account an invoice will be generated with payment expected within 30 days. If a deposit was paid, this fee will be subtracted from such deposit with the balance (*if any*) refunded to customer within TEN business days. If this fee exceeds the deposit the remaining balance will be invoiced as above with no refund due the customer.
12. **Pump Selection:** If any main process system pumps have been included in your order, it is the customers’ responsibility to ensure they meet their process systems necessary requirements for flow and pressure. If a pump change is required “WeChillThat, Inc.” MUST be notified in writing within TEN business days of order. Additional costs for this change will apply. If this change is required and we are notified after TEN business days (*from order receipt*) additional labor charges (*over and above the upgrade charges itself*) will also apply in addition to delayed shipment. **NOTES:** *All factory installed pumps are guaranteed to perform within their pump curves. Should a chiller be equipped with a pump that does not meet the requirement of the customers process yet its performance is confirmed to be within its curve, “WeChillThat, Inc.” has no liability to provide a replacement pump or pump upgrade. Improper field installation of a pump may result in a voided pump warranty.*
13. **Shipments:** “WeChillThat, Inc.” encourages customers to contract with their own carrier for their shipping needs. If requested “WeChillThat, Inc.” will arrange shipments (*AS PREPAY AND ADD*) with its contract carrier however, we do not guarantee cost competitiveness. If customer or freight forwarder requires special packaging, “WeChillThat, Inc.” must be notified at least TEN business days prior to our estimated ship date. Any additional associated charges (*including reasonable markup*) will be added to the order invoice.
14. **Freight Costs:** Unless specifically stated on your proposal, freight costs are NOT included.
15. **Packaging:** Our standard LTL packaging consists of a wood pallet with foam corners and plastic wrap.
Note: We offer a fee based “Enhanced LTL Crating” option which can be quoted in advance and is highly recommended to possibly prevent or limit freight damage.
16. **Freight Damage:** The Consignee (buyer) is responsible for the filing of any and all freight claims with the appropriate carrier. Damages during shipment for whatever reason, are not considered the responsibility of “WeChillThat, Inc.” An inspection of the equipment should be made immediately upon delivery for any apparent signs of mishandling by the carrier. **NOTES:** *Damages MUST be noted on your delivery receipt prior to the driver leaving and an inspection by the freight carrier’s adjuster should be requested immediately. All packaging MUST be retained for review by the claims adjuster or the claim may be denied. FAILURE TO DOCUMENT FREIGHT DAMAGE AT THE TIME OF DELIVERY WILL IN MOST CASES FORFEIT YOUR RIGHTS TO FILE AND COLLECT FOR FREIGHT DAMAGES.*

17. **Returned goods:** All returned goods must be authorized by “WeChillThat, Inc.” in advance by requesting a case number. All items MUST be properly packaged and shipped freight prepaid. A packing slip with the case number MUST be included with the CASE number noted on the exterior of the box. Any items returned that are inspected and or tested and found to be in working order are subject to a 25% restocking fee. Items inspected and found to be defective and under warranty shall be credited to your replacement part invoice.
18. **In-Warranty parts:** All factory installed parts are warranted to be free from manufacturers’ defects. Warranty terms can be found within the Installation and Operations manual shipped with each chiller or online at www.wechillthat.com under the “Downloads” tab. Should a part fail within the warranty period, please contact “WeChillThat, Inc.” to file a warranty claim and receive your case number. All parts ordered for warranty replacement MUST be ordered via purchase order. Once returned parts are received and inspected the instructions under item 17 above shall be followed.
19. **Warranties:** “WeChillThat, Inc.” will provide a one year limited warranty on all of our equipment. Details of this coverage are provided in the owner’s manual shipped with each system. Warranty policies and procedures are subject to change at any time without notice. In cases where specific warranty repair services fall under a factory labor allowance the customer or service provider MUST contact us for prior authorization and a PO number BEFORE any repair work may begin. Labor invoices submitted to “WeChillThat, Inc.” that do not provide a valid PO number will be returned unpaid. During the course of an approved warranty repair any additional labor and or materials (*over and above original repair PO*) MUST again be approved prior to the additional repairs being made. Any approved repair invoices submitted to “WeChillThat, Inc.” that do not exactly match the associated PO will be returned unpaid.
20. **Tariffs and local sales taxes:** Our quotes do not include nor consider any applicable county tariffs, state sales taxes or local county taxes that may apply to this transaction.
21. **Code requirements and Governmental regulations:** All “WeChillThat, Inc.” equipment meets or exceeds the “ETL” certification which is displayed on such equipment. No guarantee of compliance will be made outside of this certification. We recommend using only qualified system designers and installers familiar with all necessary codes and requirements. It is the responsibility of the installing parties to confirm that the “WeChillThat, Inc.” equipment, plumbing, electrical and all other support apparatus meets or exceeds all Federal, State, Local and all other Governmental code requirements.

“WeChillThat, Inc.” contact information:

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