

## Terms & Conditions

**A. PRICES:** The price to be paid by the Dealer for products purchased is established by the price list in effect at the date of shipment. Victory reserves the right to revise price lists without notice. The price of items not listed in the price lists shall be as quoted in writing by Victory.

**B. PAYMENT:** Dealer agrees to pay for all of the products purchased per the terms approved by Victory's credit department. Failure to make any payments or to carry out the terms of any purchase order shall at Victory's option constitute grounds for immediate termination and for acceleration of any unpaid balance owed by the Dealer to Victory.

**C. DELIVERY:** All deliveries are F.O.B. Brookville, PA unless otherwise stated. Point of shipment, routing and mode of transportation for all products purchased shall be determined by Victory; there is no guarantee specific routings or carriers.

**D. FREIGHT DAMAGE:** All shortage and damage claims must be filed by the Dealer with the carrier. Carrier must be notified of concealed damage within 48 hours after delivery. All discrepancies, shortages, overages and damages should be indicated on the carrier's freight bill. Delivery to carrier at Victory's plant shall constitute delivery to Dealer and the risk of loss from whatever cause shall pass at the time of such delivery.

**E. PENALTY CLAUSES:** Dealer penalty clauses contained in their purchase orders or contractually agreed to between the Dealer and their clients are not binding on Victory. Victory does not accept orders subject to penalty clauses. This Agreement supersedes any such clauses in Dealer purchase orders.

**F. SPECIFICATION AND PRODUCT DESIGN:** We reserve the right to change specifications and product design without notice. Such revisions do not entitle the buyer to corresponding changes, improvements, additions or replacements to previously purchased equipment.

**G. INSTALLATION:** Equipment installation is the responsibility of the Purchaser.

**H. RETURN POLICY:** With the exception of Victory errors, purchases are not returnable. If a return is authorized, a return authorization number must be issued before any equipment can be returned for credit. Goods which are accepted for return as an accommodation to the purchaser must be shipped in the original carton, freight prepaid and received in good condition. Such goods are subject to restocking charges and charge backs for refurbishing costs.

## Warranty (Continental USA & Canada Only)

### THREE (3) YEAR PARTS & LABOR LIMITED WARRANTY

Victory® Refrigeration (Victory) warrants to the original purchaser of Victory branded equipment, that such equipment is free from defects in material and workmanship, under normal use, proper maintenance and service as indicated by Victory's installation and operation instructions, for a period of three (3) years from the date of installation, or thirty-nine (39) months from the date of shipment from the manufacturer, whichever is earlier.

### ADDITIONAL FOUR (4) YEAR COMPRESSOR PART LIMITED WARRANTY\*

In addition to the warranty set forth above Victory® Refrigeration (Victory), warrants the hermetically/semi-hermetically sealed compressor (part only) for an additional four (4) years beyond the initial three (3) year warranty period; not to exceed eighty-seven (87) months from the date of shipment from Victory, provided upon receipt of the compressor, manufacturer examination shows the sealed compressor to be defective. This extended warranty does not cover freight for the replacement compressor or freight for return of the failed compressor. Also, this extended compressor-part only warranty does NOT apply to any electrical controls, condenser, evaporator, fan motors, overload switch, starting relay, capacitors, temperature control, filter/drier, accumulator, refrigeration tubing, wiring harness, labor charges, or supplies which are covered by the standard warranty above.

\*Units shipped after 03/01/2020. Previous warranty applies to units shipped prior.

Exceptions:

- Warranty does not apply for units installed in a Residential application. Units are intended for Commercial use only.
- Blast Chillers carry a 3 year parts and labor warranty; 2 additional years for the compressor

Normal wear type parts, such as light bulbs/lamps, gaskets, fuses, batteries, blast chiller/freeze probes, thermostat electronic controller calibration and/ or adjustment, and any normal maintenance items as outlined in the Owner's Manual, adjustment of door mechanisms or freight damage are not covered by this warranty. For the purpose of this warranty, the original purchaser shall be deemed to mean the individual or company for whom the product was originally installed.

Proof of purchase must be supplied to Victory to validate the warranty. This warranty is valid only if equipment is properly installed, and started-up as outlined in the Owner's Manual.

Removal or alteration of the serial/ data plate from equipment shall be deemed to release the Victory from all warranty obligations or any other obligations, expressed or implied. The warranty does not cover installation, start-up, normal maintenance, food loss, or other consequential damage, and it excludes components that are removable without tools. Our obligation under this warranty shall be limited to repairing or replacing, including labor, any part of such product, which proves defective.

Victory reserves the right to examine any product claimed to be defective. The labor warranty shall be for self-contained units only and for standard straight time, which is defined as normal service rate time, for service performed during normal working hours. Any service requested outside of a servicer's normal working hours will be covered under this warranty at the normal rate and any additional overtime rate will be the responsibility of the equipment purchaser. Victory shall not be responsible for any costs incurred if the work is performed by other than Victory's authorized service personnel. Reimbursement claims for parts and/or labor service costs must be made in writing. Model, cabinet serial number and installation location must be shown on the claim. A receipted bill from the servicing agency must accompany the claim, together with full details of the service problems, diagnosis and work performed. Victory reserves sole discretion whether further documentation on a claim is to be submitted. Any part determined to be defective in the product should be returned to the company within thirty (30) days under the terms of this warranty and must be accompanied by a record of the cabinet model, serial number, with a return material authorization number (RMA#) issued by the Victory.

Special installation/applications, including remote locations, are limited in coverage by this warranty. Any installation that requires extra work, and/or travel, to gain access to the unit for service is the responsibility of the equipment purchaser. Improper operation resulting from factors, including but not limited to, improper or negligent cleaning and maintenance, low voltage conditions, inadequate wiring, outdoor use and accidental damage are not manufacturing defects and are strictly the responsibility of the purchaser.

With the exception of Blast Chillers product is designed for maintaining temperature and not bringing food to a desired temperature therefore cannot be held responsible of this function under warranty.

Units must be in conditioned environments or warranty will be void.

Condenser coils must be cleaned at regular intervals. Failure to do so can cause compressor malfunction and void warranty. Although cleaning requirements vary in accordance with the operation of various products, Victory recommends a minimum monthly cleaning.

NOTE: NO CLAIMS CAN BE MADE AGAINST THESE WARRANTIES FOR SPOILAGE OF PRODUCTS, LOSS OF SALES OR CONSEQUENTIAL DAMAGES. THE FOREGOING WARRANTIES ARE EXPRESSLY GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON OUR PART, AND WE NEITHER ASSUME, NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR US, ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THE SALE OF SAID REFRIGERATION UNITS OR ANY PARTS THEREOF.

These warranties shall not be assignable and shall be honored only in so far as the original purchaser.

These warranties do not apply outside the limits of the USA and Canada, nor do they apply to any part that has been subject to misuse, neglect, alteration, accident, or to any damage caused by transportation, flood, fire, acts of terrorism, or acts of God.

### LIMITATION OF LIABILITY:

Victory or its affiliates shall not be liable for any indirect, incidental, special or consequential damages, or losses of a commercial nature arising out of malfunctioning equipment or its parts or components thereof, as a result of defects in material or workmanship. In no event shall Victory be liable for a sum in excess of the purchase price of the item.

THE ORIGINAL OWNER'S SOLE AND EXCLUSIVE REMEDY AND VICTORY'S SOLE AND EXCLUSIVE LIABILITY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF PARTS OR COMPONENTS CONTAINED IN THE EQUIPMENT IDENTIFIED ABOVE WHICH UNDER NORMAL USE AND SERVICE MALFUNCTION AS A RESULT OF DEFECTS IN MATERIAL OR WORKMANSHIP, SUBJECT TO THE APPLICABLE PROVISIONS AND LIMITATIONS STATED ABOVE. 03/2020