

TERMS & CONDITIONS

EFFECTIVE October 1, 2011

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. WARRANTY: An extended four-year compressor warranty is included in the price of the equipment. The Extended Compressor Warranty is valued at \$80.00 and is included in the net purchase price. A one-year service and labor warranty on cabinets installed within the United States is included in the purchase price of the equipment. The Service and Labor Warranty is valued at \$135.00 and is included in the net purchase price.

C. 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.

D. DELIVERY: All deliveries are F.O.B. Cherry Hill, NJ unless otherwise stated. Point of shipment, routing and mode of transportation for all products purchased shall be determined by Victory. Victory does not guarantee specific routings or carriers.

E. 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 to Dealer at the time of such delivery.

F. 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 supercedes any such clauses in Dealer purchase orders.

G. 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.

H. INSTALLATION: Equipment installation is the responsibility of the Purchaser.

I. 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 refurbishing costs.

WARRANTY

(Continental USA Only)

The Seller warrants to the original purchaser, equipment manufactured by Seller to be free from defects in material and workmanship for which it is responsible. The Seller's obligation under this warranty shall be limited to replacing or repairing at Seller's option, without charge, F.O.B. Seller's factory, any part found to be defective and any labor and material expense incurred by Seller in repairing or replacing such part, such warranty to be limited to a period of twelve months from the date of installation, provided, however, installation occurs within three months of date of purchase and equipment is in normal use and service and is installed in accordance with manufacturer's recommendations and provided terms of payment have been fully met. All labor shall be performed during regular working hours. Overtime premium charges will be at Buyer's expense.

Proof of purchase must be supplied to Seller to validate warranty. This warranty is valid only if equipment is properly installed, started-up and inspected by the dealer or authorized Victory Service agent.

Removal or alteration of the serial/data plate from any equipment shall be deemed to release Seller from all warranty obligations or any other obligations, expressed or implied.

This warranty does not cover Thermostat or Defrost Timer calibration and/or adjustment, freight damage, normal maintenance items outlined in Owner's Manual, adjustment of door mechanisms or replacement of light bulbs, fuses or batteries. The warranty does not cover installation, start-up, normal maintenance, food loss, or other consequential damage.

Any repairs or replacement of defective parts shall be performed by Seller's authorized service personnel. Seller shall not be responsible for any costs incurred if the work is performed by other than Seller's authorized service

personnel. Reimbursement claims for part(s) or labor service costs must be made in writing. Model, cabinet serial numbers 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.

Seller shall not be liable for consequential damages of any kind which occur during the course of installation of equipment, or which result from the use or misuse by Buyer, its employees or others of the equipment supplied hereunder, and Buyer's sole and exclusive remedy against Seller for any breach of the foregoing warranty or otherwise shall be for the repair or replacement of the equipment or parts thereof affected by such breach.

The foregoing warranty shall be valid and binding upon Seller if and only if Buyer loads, operates and maintains the equipment supplied hereunder in accordance with the instruction manual provided to Buyer. Seller does not guarantee the process of manufacture by Buyer or the quality of product to be produced by the equipment supplied hereunder and Seller shall not be liable for any prospective or lost product or profits of Buyer.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER. SPECIFICALLY THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The foregoing shall be Seller's sole and exclusive obligation and Buyer's sole and exclusive remedy for any action, whether in breach of contract or negligence. In no event shall Seller be liable for a sum in excess of the purchase price of the item.

FIVE-YEAR COMPRESSOR WARRANTY

The compressor motor on self-contained models has an extended four-year warranty over the one-year manufacturer's guarantee. The extended four-year compressor warranty is included in the price of the equipment. Extended Compressor Warranty is valued at \$80.00 and is included in the net purchase price.

ONE-YEAR SERVICE AND LABOR

One-year service and labor on cabinets installed within the United States is included in the purchase price of the equipment. The warranty does not cover installation, start-up, normal maintenance, food loss, or other consequential damage. The Service and Labor Warranty is valued at \$135.00 and is included in the net purchase price.