

TERMS & CONDITIONS OF SALE

- 1. Delivery/Freight** - All shipments made F.O.B. our plant. Royston is not responsible for delays caused by circumstances beyond our control. If purchaser or the carrier refuses delivery or delays shipment or acceptance, the goods may be stored according to Royston directions, at Purchaser's risk and expense. During any period of storage provided herein, title to the goods and risk of loss shall be in Purchaser.
- 2. Returns** - Most Royston products are custom manufactured to order and may not be returned. A written Return Goods Authorization (RGA) is required in cases where a return is authorized. The RGA number must be prominently displayed on the returned product. Authorized returns will be assessed a 15% restocking fee. All return freight to be paid by the Customer. Credit for an authorized RGA will be given once product is returned and found to be in good condition.
- 3. Shortages** - Claims on shortages must be made within five (5) days from date of delivery.
- 4. Changes** - Prices, terms, and conditions are subject to change without notice.
- 5. Order Changes and Cancellation** – Most Royston products, including cabinets, counters, heated cases, checkstands and shelving are custom manufactured to order. Order changes and cancellation after manufacturing has started may result in a charge that reflects the stage of completion and any materials, parts, or assemblies that are unique to the order. This includes parts and assemblies that have been painted to customer specifications.
- 6. Shipping Date Changes** – Royston utilizes “Just in Time” manufacturing, alleviating the need for storage space. Once your order has been placed, ship date confirmed and manufacturing begun, any change to the ship date, past the original agreed upon ship date, will result in a storage charge. Royston will store the product, free of charge for two weeks from the *original* ship date. If the product has not shipped or been picked up after the two week grace period, a storage fee of \$1.00 per square foot, per week will be assessed. There will be a minimum storage charge of \$100 per order. It will be the customer's responsibility to provide a separate purchase order for this storage fee, prior to shipment or customer pick up.
- 7. Taxes** – Purchaser shall pay in addition to the contract price any and all sales, use, excise, retailers occupation and/or other taxes payable by reason of this transaction, with any interest and penalties thereon.
- 8. Terms of Payment** – Net Payment in full is due within 30 days after shipment or storage of the goods as provided herein, unless otherwise specifically agreed to by the parties in writing. If payment is not made in full when due, Royston may require, with respect to any orders then outstanding, full or partial payment in advance or shall be entitled to cancel or defer any of such orders of items or quantities thereon and shall be entitled to payment to Purchaser for all damages. Purchaser may be assessed a penalty from the date of any invoice which is not paid in full when due.
- 9. Price Terms** - All prices quoted are subject to change without notice until Purchaser's order is accepted by Royston. Prices stated on Royston acknowledgement for orders, or items or quantities thereon, accepted by Royston for scheduled shipment within 30 days from date of order, are not subject to upward or downward adjustment. All prices for orders accepted by Royston for scheduled shipment after 30 days from date of acceptance are subject to upward or downward adjustment at time of shipment to Royston prices in effect on scheduled date of shipment

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WARRANTY

1. Limited Warranty - Royston LLC ("Supplier") hereby warrants to the original purchaser of its products ("Customer"), for a period of one (1) year from the date of shipment ("Warranty Period"), that the products sold by Supplier to Customer ("Products") will be free from defects in material and workmanship under normal use and service.

2. Exclusive Remedy - If a covered defect arises during the Warranty Period, Supplier's sole responsibility shall be, at its option, to repair or replace the defective Product, either directly or through its designee, and may require Customer to return the original Product to Supplier. For a period of (1) year from the date of shipment of the Product to Customer, Supplier will pay all labor costs required to repair or replace the defective component. All service labor must be preapproved by Royston. Following the (1) year labor warranty period, Customer will pay all labor, packaging, shipping and related costs incurred in the service and or removal of the Product's defective component and shipment to Supplier for review.

3. Initiating A Claim - In order to assert a claim, Customer must notify Supplier within twenty (20) days after it first detects any matter giving rise to a warranty claim by giving notice to Royston, 1 Pickroy Road, Jasper, Georgia 30143, Attn: Customer Service - Warranty or by contacting their Customer Service Representative via e-mail at warranty@roystonllc.com. The notice shall specify in detail the type and extent of the defect. This Limited Warranty shall be void if the claim notification does not occur within this 20-day period. To receive benefits under this Limited Warranty, Customer must provide access to the Product and assist Supplier as necessary in determining the exact cause of the defect.

4. Limitation On Warranty - This Limited Warranty does not apply to any Product or part that has been subjected to misuse, neglect, alteration, or accident, such as accidental damage to the exterior finish, operated contrary to the recommendations specified by Supplier; or repaired or altered by anyone other than Supplier or its authorized agents in any way as to, in Supplier's sole judgment, affect its quality or efficiency. This Limited Warranty does not apply to broken glass panels, heat or luminary bulbs, and normal wear to stainless steel, painted, solid surface or laminated finishes. This Limited Warranty does not apply to any Product that has been moved from the location where it was originally installed. This Limited Warranty does not include the cost of labor for initial installation, start-up and correction of improper installations. This Limited Warranty is subject to Customer's normal maintenance and care responsibility as set forth in Supplier's use manual, such as cleaning the refrigeration condenser coil.

In the event a service company is dispatched for a warranty claim that is found to be a non-warranty issue, the customer will be responsible for all service labor, travel and parts.

Removal or defacement of the original Serial Number from any Product shall be deemed to void this Limited Warranty and release Supplier from all obligations hereunder or any other obligations expressed or implied.

This Limited Warranty does not apply to (and Supplier shall not be liable in any manner for), any defect, default or delay in performance caused by or resulting from any contingency beyond Supplier's control, including but not limited to, war, governmental restrictions or restraints, strike, lockouts, injunctions, fire, flood, acts of nature, short or reduced supply of raw materials, or discontinuance of the parts by the original part manufacturer.

Under no condition does this Limited Warranty give Customer the right to replace any defective Product with a complete product of the same manufacturer or of another make. Unless authorized by Supplier in writing, this Limited Warranty does not permit the replacement of any part, including the refrigeration motor compressors, heating components and controls, to be made with the part of another make or manufacturer.

This Limited Warranty is extended personally to Customer such that it may not be assigned or transferred, whether by operation of law or otherwise, and shall automatically expire upon any such attempted assignment or transfer.

In no event shall Supplier's aggregate liability to customer exceed the price paid by customer for the products.

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5. Disclaimer Of Other Warranties - EXCEPT AS EXPRESSLY SET FORTH HEREIN, SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES, GUARANTEES OR CONDITIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THIS LIMITED WARRANTY IS NOT A WARRANTY OF FUTURE PERFORMANCE OR A STATEMENT OF THE USEFUL LIFE OF THE PRODUCTS, BUT ONLY A WARRANTY TO REPAIR OR REPLACE. Any implied warranty which cannot be disclaimed under applicable law shall be limited in duration to the shortest permissible term and, in any event, shall not exceed the Warranty Period.

6. Limitations On Supplier's Liability - REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS IN THE MANNER SPECIFIED ABOVE CONSTITUTES THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO THE PRODUCTS AND THE SOLE AND EXCLUSIVE LIABILITY OF SUPPLIER WITH RESPECT TO THE PRODUCTS AND IS IN LIEU OF ALL OTHER OBLIGATIONS OF SUPPLIER WITH RESPECT THERETO. SUPPLIER NEITHER ASSUMES, NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER LIABILITY IN CONNECTION WITH THE PRODUCTS. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Supplier is willing and able to repair or replace the defective Product. The foregoing remedy is expressly in lieu of all other damages with respect to the Products.

IN NO EVENT SHALL SUPPLIER BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES RELATING TO THE PRODUCTS INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES AND LOSS OF PROFITS, WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY.

IN NO EVENT SHALL SUPPLIER BE LIABLE FOR DAMAGE TO OR SPOILAGE OF ANY CUSTOMER PRODUCTS FOR ANY REASON, INCLUDING ANY FAILURE OF THE PRODUCT.

IN NO EVENT SHALL SUPPLIER'S AGGREGATE LIABILITY TO CUSTOMER EXCEED THE PRICE PAID BY CUSTOMER FOR THE PRODUCTS.

Please provide the following Accounts Payable contact information below.

Accounts Payable Contact Name: _____

Accounts Payable Phone Number: _____

Accounts Payable E-Mail Address: _____

Accounts Payable Fax: _____