



Effective: **January 1, 2016**

PDQ Manufacturing Inc. System and Replacement Parts Warranty Statement

PDQ Manufacturing, Inc. ("PDQ") warrants that all PDQ and Kesseltronic systems supplied by to the Original Purchaser will be free from defects in material and/or workmanship under normal use and service for a period of 12 months from the date of installation or a maximum of 15 months from the date of shipment from PDQ. Additionally, PDQ Manufacturing Inc. warrants that all upgrades and replacement parts supplied by PDQ Manufacturing Inc. will be free from defects in material and workmanship under normal use and serviced for a period of 90 days from the date of installation or for the remainder of the system's original warranty, whichever is greater, as set forth in the first sentence of this statement. The foregoing warranties will not extend to goods subjected to misuse, neglect, accident, or improper installation or maintenance or which have been altered or repaired by anyone other than PDQ Manufacturing, Inc. or its authorized representative. The buyer's acceptance of delivery of the goods constitutes acceptance of the foregoing warranties and remedies, and all conditions and limitations thereof.

If a claim is made within the warranted time period that any equipment and/or core credit part is defective in material or workmanship under normal use and service, such equipment shall be returned to PDQ Manufacturing, Inc., freight prepaid. If such equipment or core credit part is found by PDQ Manufacturing, Inc. in its sole judgment to be defective in material or workmanship under normal use and service, PDQ Manufacturing, Inc. shall, at its sole option, repair or replace such equipment PDQ Manufacturing, Inc. shall not be held responsible for data loss or retrieval on returned products.

The warranties, as set forth above, are made expressly in lieu of all other warranties, either expressed or implied (including, without limitation, warranties of merchantability and fitness for any particular purpose and of all other obligations or liabilities on PDQ Manufacturing, Inc. part.) Further, PDQ Manufacturing, Inc. neither assumes, nor authorizes any other person to assume for it, any other liability in connection with the sale of the systems, or any new/replacement part that has been subject to any damage from any act of nature or any force majeure. Any terms proposed by the Original Purchaser either orally or in writing are expressly rejected. The terms and conditions expressed in this document may only be changed upon the express written consent of PDQ Manufacturing, Inc.

The term "Original Purchaser" as used in these warranties shall be deemed to mean the authorized PDQ Manufacturing, Inc. distributor to which the system or any new/replacement part was originally sold. These warranties may be assigned by the original purchaser to any of its customers who purchase any PDQ Manufacturing, Inc. systems or new/replacement parts. This document shall be governed by and construed in accordance with the law of the State of Wisconsin. PDQ Manufacturing, Inc. and Original Purchaser agree that any legal action or proceeding under or with respect to this document may ONLY be brought in the courts of the State of Wisconsin, or the United States District Court having jurisdiction in the City of De Pere, Wisconsin. Original Purchaser expressly consents to personal jurisdiction in any of the above-mentioned forums and agrees to waive all defenses based on improper venue or inconvenient forum should an action be brought therein.

The sole liability of PDQ Manufacturing, Inc., for any breach of warranty, shall be as set forth above. PDQ Manufacturing, Inc. does not warrant against damage caused by accident, abuse, faulty or improper installation or operation. In no event shall manufacturer's liability on any claim for damages arising out of the manufacture, sale, delivery or use of the goods exceed the original purchase price of the goods. In no event shall PDQ Manufacturing, Inc. be liable for any direct, indirect, incidental or consequential damage or loss of product.

TERMS

**Ex-works our factory, De Pere, Wisconsin,
USA Installation not included.**

**All trade names are registered. Patents pending.
Subject to engineering improvement and/or other changes.**

PRICES SUBJECT TO CHANGE WITHOUT NOTICE

Terms and Conditions of Sale

ACCEPTANCE OF ORDERS

Orders are subject to approval and acceptance only at the office of PDQ Manufacturing, Inc., De Pere, WI. All orders placed for products and services of PDQ shall be subject to these Terms of Sale ("Terms"). No additional or different terms or conditions or any modifications, changes or amendments to the Terms shall be binding upon PDQ unless specifically agreed to in writing by an authorized representative of PDQ. Any additional or different terms already or hereafter proposed by customer, whether in a purchase order or other communication or otherwise, are hereby rejected and shall not apply. The lack of objection by PDQ to any additional, modifying or deleting provisions contained in any communications from customer shall not be construed either as a waiver of the Terms or as an acceptance by PDQ of any deviation from the Terms. All orders and any changes to existing orders at PDQ must be made in writing and shall not be binding on PDQ until accepted by an authorized representative of PDQ. Orders received after 3:00 p.m. CST will be processed the following business day. Note: Rush orders may not be changed or cancelled.

SPECIAL PRODUCTS

Parts/products that are not listed in the current PDQ price list are considered "special." These special parts/products are subject to the additional terms listed below:

- Orders are subject to PDQ approval and must be in writing and accompanied by a Purchase Order.
- Minimum order quantities and additional lead times may exist for special parts/products.
- Special parts/products can be discontinued at PDQs sole discretion.
- Cancellations or reductions of "special" parts/products ordered must be at PDQs consent and will be subject to charge determined by PDQ to be sufficient to cover all costs incurred. Cancellations or order changes for "special" parts/products must be in writing.

PICK-UP ORDERS

Orders that are received for pick-up at our De Pere, WI facility must have a firm ship date. If orders are not picked up within 48 hours of the shipment date they will be shipped to the distributor's warehouse as outlined in our freight terms noted below.

EXPEDITED ORDERS

Expedited shipment order requests must be received by 12:00 p.m. CST.

- Expedited shipments will ship the same day pending product availability and expedited order processing demand
- Expedited shipments will receive current published list prices less standard discount

CANCELLATIONS / CHANGES

Orders shall not be subject to change of specifications or cancellation without the consent of PDQ and then only at a charge determined by PDQ to be sufficient to cover all costs incurred. Cancellations must be made in writing. No changes can be made to an order after shipments/manufacturing has been started against the order.

PRICES / DISCOUNTS

Prices shown in price list are Suggested List. All prices are in U.S. dollars. Prices are for prompt acceptance and are subject to change without notice and become firm under our acceptance of your order, as evidenced by our acknowledgement. We have a 30 day minimum notice of any equipment pricing changes.

- Prices do not include any applicable sales, use, excise, duties, or other taxes.

See Confidential Discount Plans for discount information.

PAYMENT TERMS

Terms of sale are one (1) percent, ten (10) days, date of invoice, net thirty (30) days for customers qualifying for credit. Term discounts are not allowed unless the account is current.

FREIGHT

All shipments are Ex-works our factory, De Pere, Wisconsin, USA. All freight charges are the responsibility of the distributor/customer. Title and liability for loss or damage in transit shall pass to the buyer upon seller's delivery of goods to a common carrier for shipment to the buyer. Claims for damages in transit must be asserted against the carrier.

ROUTING

PDQ reserves the right to select freight routing and will strive to ship the best possible way.

PRICE CHANGE

Prices may be changed by PDQ upon thirty (30) days prior written notice. Orders on hand at the time of a price increase will be invoiced at the older price, provided they are for immediate shipment. Orders entered or scheduled for shipment after the effective date of the price change will be invoiced at new prices.

CREDIT WORTHINESS

An account which is delinquent may be subject to restricted or non-shipment of goods and may be subject to a 1% Per month finance charge on past due invoices. Customer shall also reimburse PDQ for all collection costs, court costs, attorney's fees and other expenses incurred in collection of past due amounts.

SHORTAGES

Claims for shortages in shipments and errors in freight charges must be reported in writing to PDQ Customer Service Department within five (5) days after receipt of order. Please note the following regarding shortage claims:

- If you suspect a shortage, please sign only for the number of cartons received, and file a claim with the trucking company
- If you detect a shortage, please contact your PDQ Manufacturing, Inc. Parts Department at 1-800-227-3373
- All freight damages must be noted on Bill of Lading at time of acceptance by the Distributor

RETURNS

(1) Restocking Charge Returns

To help cover the normal costs of handling, inspecting and testing, a charge of 20 percent of the original purchase price will be charged. Minimum handling charge is \$30 USD.

PDQ will always attempt to cooperate if the distributor requests permission to return goods for credit. **Products to be returned must be standard products, current merchandise, less than six months old, in original unopened packaging and resalable as new.** The invoice number must accompany the RMA number on the return.

(2) Warranty Returns

See return procedures on page 4.

(3) Special Product Returns

Special parts/products are not eligible for return.

Terms and Conditions of Sale

PDQ Manufacturing, Inc. Return Goods Authorization Procedures Effective Jan 1, 2016

GENERAL

Procedures for returning goods authorization, are outlined below:

Goods subjected to misuse, neglect, accident, or improper installation or maintenance, or which have been altered or repaired by anyone other than the PDQ Manufacturing, Inc. or its authorized representative are not eligible for credit and will be returned to distributors with an invoice for the return freight (Ex-works our factory, De Pere, Wisconsin)..

SECTION I: RETURNED GOODS AUTHORIZATION POLICY

RETURN GOODS AUTHORIZATION

- In order to be eligible for credit, all of the items contained on Return Goods order must be received by PDQ within 40 days from the date the RGA was issued.
 - Credit will denied to any item received after 40 days.
 - RGA Parts orders should be placed no more than 10 days after the issue occurred date.
 - Parts Warranty: 90 days from date of part install or 9 months from invoice date
- The following requirements must be fully met for the return to be processed. If the requirements are not met, the order may be promptly returned to the sender.
 - Call 1-800-227-3373 and ask for Parts Sales to obtain a Return Goods Authorization Number.
 - The box containing the returned parts must be visibly labeled with the RGA number. The returned parts must each be clearly marked with their respective PDQ part number.
 - The RGA Form must be completed and shipped with the return parts.
 - Distributor Stock returns must include the date the part was installed and date the part failed to receive credit. Parts (Distributor Stock) & Equipment warranty returns shall be contained on separate forms.
 - Each part must be listed on a separate line of the RGA form.
- When returning multiple RGA's in the same shipment, contain all parts from the RGA in the same box or bag with the paperwork for that RGA, on the outside of the box write all the RGA numbers.
- Return to: PDQ Manufacturing, Inc.; RGA# _____; 1698 Scheuring Road, De Pere, WI 54115 (freight prepaid by sender). All returned goods are shipped at Distributor Expense – **DO NOT send collect.**
- If all the above requirements have been met, PDQ will examine the returned item to determine the root cause disposition.
- All returns will be evaluated based upon our Limited Equipment and Component Warranty.
- A No Defect Found part is subject to a Warranty Evaluation Fee of \$50 for each part.
- Some parts are required to be sent to PDQ vendor for analysis before credit is given.
- New/Unused parts are not accepted under an RGA and must be coordinated through PDQ's parts sales department.
- Any parts or equipment that has been recommended to be replaced by PDQ Personnel (i.e. Tech. Service) **DOES NOT** guarantee warranty or credit will be given per final analysis/summary.

SECTION II: RETURNED PARTS NON-CORE/EXCHANGE PARTS

Parts being returned for credit or replacement may be returned to:

PDQ Manufacturing, Inc.
1698 Scheuring Rd
De Pere, WI 54115

Before returning goods, distributors must obtain an RGA (Return Goods Authorization) number from PDQ Manufacturing, Inc.:

A. NON-CORE/EXCHANGE PARTS UNDER WARRANTY

Defective parts replaced during the appropriate warranty coverage period may be returned, freight prepaid, for full credit or replacement.

To obtain an Authorization Number for exchange parts under warranty, call PDQ Parts Department at 1-800-227-3373.

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B. REPLACEMENT PARTS ORDERED IN ERROR

New/Unused parts are not accepted under and RGA and must be coordinated through PDQ Manufacturing, Inc. Parts Sales Department.

Replacement parts ordered in error may be returned to PDQ Manufacturing, Inc. for credit provided the following conditions are met:

- Goods are unused and in resalable condition.
- Goods are still in their original shipping container.
- No more than 30 days has elapsed since the part's invoice date.

A 20 percent re-stocking charge will apply to these returns. Returns not meeting the above conditions will not be accepted and will be sent back to the distributor with an invoice for return freight (Ex-works our factory, De Pere, Wisconsin).

To obtain an Authorization Number for replacement parts ordered in error, call PDQ Parts Department at 1-800-227-3373.

SECTION III: SUPPLEMENTARY CLAUSES

TAXES, FEES, AND DUTIES

Any applicable taxes, fees and duties shall be paid by customer, either directly or by reimbursement to PDQ. Any claim for exemption by customer shall, if applicable, be effective only after receipt of proper exemption forms by PDQ, but in no event after delivery or performance.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in, or relating to, the products and/or services are owned by or licensed to PDQ and nothing herein shall have the effect of transferring the ownership of such intellectual property rights to customer.

FORCE MAJEURE

PDQ shall not be liable for damages for a delay or failure in its performance as a result of causes beyond its reasonable control, including any law, order, regulation, direction, or request of any government having or claiming to have jurisdiction over PDQ, its subcontractors and/or its suppliers; failure or delay of transportation; insurrection, riots, national emergencies, war, acts of public enemies, strikes or inability to obtain necessary labor, manufacturing facilities, material or components from PDQ's usual sources; fires, floods or other catastrophes; acts of God, acts of omissions of customer or any causes beyond the reasonable control of PDQ and/or of its suppliers. Upon the giving of prompt written notice to customer of any such causes of a delay or failure in its performance of any obligation, the time of performance by PDQ shall be extended to the extent and for the period that its performance of said obligations is prevented by such cause.

INDEMNITY

Customer shall indemnify and hold harmless PDQ against any and all losses, damages and expenses (including attorney's fees and other costs of defending any action) that it may sustain or incur as a result of the use, operation or possession of the products and/or services by customer or its affiliates, directors, employees, agents or representatives, the negligent or willful act or omission of customer or its affiliates, directors, employees, agents or representatives or the alteration or modification of the products and/or services or the use or combination of the products and/or services with other products, devices or services by customer or its affiliates, directors, employees, agents or representatives.

GOVERNING LAW

These Terms shall be governed by and be construed in accordance with the laws of Wisconsin, without giving effect to any choice of law rules. To the extent applicable, each party expressly consents to the exclusive jurisdiction of the courts of the State of Wisconsin, County of Brown, or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Illinois, to govern all disputes arising hereunder.

ANTI BRIBERY COMPLIANCE

Customer hereby certifies that customer and its directors, officers, employees, agents, sub-contractors and/or consultants: (i) are familiar with, and shall comply in all respects with, all applicable laws in force from time to time regarding bribery, fraudulent acts, corrupt practices and/or money laundering, including the U.S. Foreign Corrupt Practices Act, as amended, and the U.K. Bribery Act 2010, as amended; (ii) have not and shall not authorize or make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, in connection with the transactions governed by these Terms to any "foreign official," including (a) any official, agent, or employee of any government or governmental agency; (b) any political party or officer, employee or agent thereof; or (c) any holder of public office or candidate for political office; and (iii) are not officials or employees of any government, an official of a political party, or a candidate for political office, or a director, officer, employee, or affiliate of a government instrumentality.

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Customer understands that for purposes of this Section, a "foreign official" may include an employee or official of a commercial entity in which a government body has an ownership interest or exerts control over the activities of such entity, as well as officials and employees of public international organizations.

IMPORT AND EXPORT COMPLIANCE

Customer shall strictly comply with any applicable laws in force from time to time regarding import/export regulations, tax and/or customs and duties ("Import/Export Legislation") related to the import of the goods to the point of delivery specified in an order and the export of the goods from the point of origin of such goods, and customer's purchase of goods pursuant to these Terms constitutes its certification that it will remain in compliance with the requirements of such Import/Export legislation. Customer shall ensure that it will not export, sell, divert, transfer or otherwise dispose of the goods in violation of the Import/Export Legislation. Customer agrees, at its expense, to obtain any and all licenses and approvals that may be necessary to import the goods to the point of delivery specified in an order and to export the goods from the point of origin of such goods in accordance with the Import/Export Legislation. Customer shall provide PDQ with such documentation as PDQ may request to confirm customer's compliance with the Import/Export Legislation.