

SKYFOOD EQUIPMENT LLC - SERVICE

For questions or assistance, call SKYFOOD EQUIPMENT Toll Free: **1-800-503-7534**, or visit the Customer Service section at www.skyfood.us.

TERMS AND CONDITIONS OF SALE

Terms of Sale

Purchase of any products sold by SKYFOOD shall be subject to and expressly limited by the terms and conditions contained herein. No changes to, waiver of, or addition to any of these terms and conditions shall be effective unless agreed to in writing and signed by SKYFOOD. Buyer acknowledges and agrees that these terms and conditions supersede the terms and conditions of any purchase order or other documentation used by Buyer and, except for delivery and billing addresses, and quantities prices and items ordered, any conflicting or additional terms are void and have no effect, but that Buyer may place orders by use of purchase orders and other documentation for its convenience purposes only. Notwithstanding the foregoing, SKYFOOD reserves the right at any time to amend these terms and conditions, and Buyer shall be deemed to accept such amended terms and conditions by ordering products herein offered after the date of such amendment. Additional special terms and conditions of SKYFOOD may be applicable with respect to certain products.

Orders Acceptance

All orders from Buyers, whether solicited and written by either a SKYFOOD EQUIPMENT, LLC ("SKYFOOD") Sales Representative, distributor or dealer, are deemed offerings to purchase until accepted by SKYFOOD. SKYFOOD reserves the right to accept orders in full or in part. Acceptance may be either by written confirmation or shipment of the order, in full or in part.

Shipping

TERMS – All prices are FCA (Free Carrier) shipping point. Unless express instructions in writing are received from the Buyer, SKYFOOD has complete freedom in choosing the means, route and procedure to be followed in the handling, transportation and delivery of the goods. SKYFOOD will advance the shipping costs on behalf of the Buyer and charge it accordingly. **SKYFOOD shall under no circumstances be liable for any loss, damage, concealed damage, expense or delay of goods for any reason whatsoever when said goods are in the custody, possession or control of third parties selected by SKYFOOD to forward, enter, clear, transport, or render other services with respect to such goods. Please, inspect your unit upon arrival at the destination and report any transit damage to SKYFOOD and to the shipping company, in order to initiate a claim with the latter. Claims must be reported to the transportation company within fifteen (15) days as of the date of the shipping.**

Free Shipping

Orders of \$3,500.00 or more, with a minimum of 2 pieces (mixed or matched), shipped to the same address in the continental United States will have free shipping.

Rush Order

Rush order, when available and shipped to the same address in the continental United States, is subject to a "Rush Order Fee", in the amount of \$30.00. Please check lead times prior to ordering. If the due date is not met, the "Rush Fee" will be refunded.

Tax Information

Any tax, duty, custom or other fee of any nature imposed upon the products, their sale, transportation, delivery, use or consumption shall be paid by Buyer in addition to the price quoted or invoiced. If SKYFOOD is required to prepay any such tax or fee, Buyer will reimburse SKYFOOD. Buyer must provide SKYFOOD with a resale/exemption certificate in order to avoid the withholding of applicable taxes.

Interest

Past due balances are subject to a interest charge of 1.5% per month or the highest rate permitted by law, whichever is lower, until paid.

Internet Minimum Advertised Pricing - IMAP

Our IMAP pricing policy is intended for consumers to purchase from internet dealers and reseller websites based on loyalty and customer care expectations. This policy is effective as of the effective date stated below, and supersedes all previous Minimum Advertised Pricing – MAP policies related to SKYFOOD products as of that date. This IMAP policy shall work under the following guidelines:

Products:

The Internet Minimum Advertised Price for all SKYFOOD products can be found on our current Price List.

This IMAP applies only to the advertising and sales of SKYFOOD products which are sold to U.S. customers in the United States via the internet.

This IMAP policy is not applicable to: 1) Any physical store location, 2) Any email newsletters sent to your customer database, 3) In print publications or on any other media.

Procedures:

You can choose to advertise and sell, at any price, any SKYFOOD product on the internet. SKYFOOD will not control advertising and selling prices on the internet.

- Advertising and/or Selling below IMAP Price:

It shall be a violation to this policy to advertise and sell or offer for sale a SKYFOOD product on the internet at a sales price below the internet minimum advertise price ("the IMAP"). Repeatedly re-pricing due to IMAP prices breaches by other internet dealers and reseller websites is not an acceptable justification for violation of this policy.

Sales Price shall not include the cost of shipping or tax. In order to avoid any doubt, customers may offer free shipping to end users, without impacting this policy.

SKYFOOD reserves the right to suspend the enforcement of this policy for certain products, as and when SKYFOOD in its sole discretion, deems appropriate (e.g. product closeouts, specials, etc.).

- Prohibited Advertising Methods:

SKYFOOD has written this policy in an effort to protect and communicate the expectations for the internet dealers and reseller websites. Therefore, SKYFOOD considers any of the following to be damaging to our brand and thus are not permitted by internet dealers and reseller websites that use our brand for advertising:

a) Advertising SKYFOOD products on third party internet dealers and reseller websites at a price that is below the IMAP Price.

b) Using split screen, side by side, or pop-up advertising to advertise any similar product other than SKYFOOD's in conjunction with offering a SKYFOOD product for sale.

c) Redirecting a customer searching for a SKYFOOD product to a product other than a SKYFOOD product.

d) Indicating or implying that a price that is below the IMAP price can be obtained at the online cart or checkout stage (e.g. "See price in cart", "Email for better price", "Click here for lower price", "Log in for price", "Add to cart for lower price", "Chat for price").

IMAP does not establish maximum advertised prices. All internet dealers and reseller websites may offer SKYFOOD products at any price in excess of the IMAP.

At the sole discretion of Skyfood, failure to comply with IMAP, intentional and/or repeated failure to abide, it reserves the right to put internet dealers and reseller websites account on hold, until prices are adjusted.

SKYFOOD can terminate or amend any part or all of this policy at any time without prior notice.

Return Policy

All returns are subject to the prior authorization of SKYFOOD, in its discretion. Buyer must contact Buyer Support at **305-868-1603**, or by fax at **305-866-2704**, or via e-mail at support@skyfood.us in order to request a Return Authorization number ("RA") providing, along with the identification of the goods, a specific reason for return. Buyer Support will either authorize or deny the request for return. Only NEW and UNUSED items are acceptable for return. Unauthorized returns will be destroyed and no credit issued. All authorized returned goods must be shipped freight prepaid to SKYFOOD.

All returned goods are subject to a 20% handling/restocking fee. All returns must be returned in their original packaging and within thirty (30) days from the shipping date.

SKYFOOD reserves the right to change the terms and conditions of this Commercial Policy at any time without any prior notice. It also reserves the right to change the design and specifications of its equipment or any related documentation at any time. The end user is not entitled to upgrades or refunds resulting from these changes.

These **Terms and Conditions** were last updated on May 26th, 2022.

SKYFOOD'S LIMITED WARRANTY

Unless otherwise specified, new **SKYFOOD** products, excluding accessories, sold by SKYFOOD EQUIPMENT, LLC. ("SKYFOOD"), for use only in the continental United States (collectively, "Products" or singularly, "Product"), are warranted to be free from defects in materials and workmanship for a period of one (1) year from the date of purchase by the original purchaser/user ("End User"), or eighteen (18) months from the date of shipment from SKYFOOD's warehouse, whichever expires first. Several new products and accessories may be warranted for a period other than one (1) year while others may be subject to travel limitations, as specified on the products Instruction Manual. **Proof of purchase must be presented; if not this warranty will be VOID.** No warranty is given or implied to a subsequent transferee or any other third party. This warranty is expressly conditional upon SKYFOOD being notified of any defects in materials or workmanship within five (5) days of its occurrence, within the warranted time period. If a notice of a claim under this warranty is timely made by the End User, SKYFOOD or a SKYFOOD's designated service company ("Service Company"), will repair or replace the Product, at SKYFOOD's discretion, subject to the additional conditions hereinafter described.

This warranty shall not apply if damage occurs from improper installation or maintenance performed by an unauthorized service company ("Service Company"), wrong voltage, nor to the extent that Products or parts have been used other than in conformance with operating and maintenance instructions, subjected to misuse or abuse or damaged by accident, acts of God, abnormal use, stress or any other matter unrelated to SKYFOOD, and beyond its reasonable control. **This warranty does NOT cover service labor and travel to perform adjustments on products and/or accessories.** In addition to wear and tear of certain items, such as, but not limited to; glass parts, blades, stones, chopper cutting knives, plates, slicing knives, cutting disc, gaskets, oil changes, sealing tape, heat seal wires, worm gears, self-lubricating bushings, carbon brushes for electric motors, and other parts expendable by nature and that need to be replaced frequently. **Electrical components are subject to natural wear and tear, and are NOT covered by this warranty. THIS WARRANTY EXCLUDES ALL ORAL, STATUTORY, EXPRESS OR IMPLIED WARRANTIES WHICH MAY BE APPLICABLE TO SKYFOOD, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.** Under no circumstances shall SKYFOOD be liable for loss of use, revenue or profit or for incidental or consequential damages. SKYFOOD shall under no circumstances be liable for any loss, damage, concealed damage, expense or delay of goods for any reason when said goods are in the custody, possession or control of third parties selected by SKYFOOD to forward, enter, clear, transport, or render other services with respect to such goods. The sole and exclusive remedy for breach of any warranty is limited to the remedies provided in the paragraph above.

All products held at non-commercial facilities or domiciles, must be taken or shipped, shipping charges prepaid, either to SKYFOOD's facility or a SKYFOOD's designated service company ("Service Company"). Products held at commercial facilities and weighing less than seventy (70) lbs. must be taken or shipped, shipping charges are prepaid, either to SKYFOOD's facility or to a Service Company. Mileage or travel time will NOT be paid. SKYFOOD offers a limited on-site warranty for products ONLY held at commercial facilities, whose net weight exceeds seventy (70) lbs., provided they are installed in a location that is within a thirty (30) mile radius of a Service Company. **End Users are responsible for all extra travel and mileage rates.** In this case, warranty services will be provided during regular business hours.

Accessories will be replaced or repaired under warranty, for a period of (30) days, beginning from the date of purchase by the original purchaser/user ("End User"), or eighteen (18) months from the date of shipment from SKYFOOD's warehouse, whichever expires first.

This warranty shall not take effect until a properly completed and executed **WARRANTY REGISTRATION** form has been received by SKYFOOD EQUIPMENT, LLC, within thirty (30) days from the date of purchase. The **WARRANTY REGISTRATION** is available either in the Instruction Manual of every Product or at SKYFOOD's website www.skyfood.us. The End User must fill out the **WARRANTY REGISTRATION** form and send it to SKYFOOD according to the instructions posted on the referred website. **Failure to do so will VOID the warranty.**

No extended warranties for third party products. There are no other express warranties or conditions other than the one offered by each manufacturer for products sold by SKYFOOD, not under the SKYFOOD brand.

For questions or assistance, do not return the product or accessories to the store, please call Toll Free 1-800-503-7534, or visit the Customer Service section at www.skyfood.us. For faster service please have the items name, serial number, and proof of purchase for the operator to assist you.

SKYFOOD reserves the right to change the terms of its limited warranty at any time without any prior notice. It also reserves the right to change the design and specifications of its equipment or any related documentation at any time. The end user is not entitled to upgrades or refunds resulting from these changes.

Updates

These **Terms and Conditions** were last updated on May 2nd, 2016.