

Terms and Conditions –

These Terms and Conditions (the “Contract”) constitute an offer by Walk-in Cooler Parts to provide product(s) described in the applicable invoice (the “Product(s)”) to you the qualified purchaser to which the invoice is addressed (the “Purchaser”). Purchaser’s acceptance of this offer is limited to the terms, covenants and conditions contained in this offer. Walk-in Cooler Parts hereby objects to and rejects any additional, different or varying terms proposed by Purchaser, unless Walk-in Cooler Parts expressly assents to such terms in writing, signed by an authorized officer of Walk-in Cooler Parts. Any such proposal of additional, different or varying terms by Purchaser shall not operate as an objection of Walk-in Cooler Parts’ offer, and Walk-in Cooler Parts’ offer shall be deemed accepted without such additional, different or varying terms.

Payment Terms

All prices are subject to change without notice at any time and exclude applicable shipping and handling fees, freight and sales or other tax. Prices will be at the price identified at time of internet invoice. Purchaser shall keep internet invoice for Purchaser’s records. All orders shall be paid for by Purchaser with an approved credit card at the time of order. Walk-in Cooler Parts currently accepts Visa, MasterCard, and Discover credit cards. Purchaser accepts all risks associated with using a credit card to purchase the Product, including the risk that Purchaser’s credit card number or other information could be intercepted in transit. If Purchaser desires not to submit Purchaser’s credit card number over the internet, Purchaser may contact Walk-in Cooler Parts by phone at the number provided on Walk-in Cooler Parts’ web site to complete the purchase. The credit card will be charged at the time the order is placed and additional offline processing fees will apply.

Taxes

Sales tax shall be collected and remitted to the proper authorities where Walk-in Cooler Parts is legally required to collect and pay such tax. Sales tax is calculated and added to the total sales price where appropriate. All taxes which Walk-in Cooler Parts may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the Products, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the Purchaser, who shall promptly pay the amount thereof to Walk-in Cooler Parts upon demand. The obligations, indemnities and covenants contained in this paragraph shall survive the consummation or termination of this Contract.

Shipping & Title

All stated shipping dates or periods are approximate. Walk-in Cooler Parts will use reasonable efforts to meet any stated shipping dates or periods, but does not guarantee it will meet such approximate shipping dates or periods. All goods are subject to availability and Products not available at the time of purchase may cause delays in shipment. Unless otherwise agreed to in accordance with this Contract, Walk-in Cooler Parts shall, deliver the Product f.o.b. Walk-in Cooler Parts’ factory in Quincy, Illinois. All risk of loss, damage or delay, as well as the title to the Product(s), shall pass from Walk-in Cooler Parts to Purchaser upon departure from Walk-in Cooler Parts’ factory. All claims for incorrect Product or replacement must be made and settled prior to installation of the Product.

Compliance with Laws

Walk-in Cooler Parts does not assume responsibility or costs for field changes to its products to meet local, state or federal codes, regulations, standards or ordinances. Purchaser shall at its own expense apply for and obtain any permits and inspections required for the installation and/or use of the Product(s). Walk-in Cooler Parts does not make any promise or representation that the Product(s) will conform to any federal, state or local laws or ordinances, regulations, codes or standards, except as particularly specified and agreed to in writing by an authorized representative of Walk-in Cooler Parts.

Indemnification

Walk-in Cooler Parts shall not be responsible for any losses or damages sustained by Purchaser or any other person as a result of improper installation or misapplication of the Product(s). Purchaser shall defend, indemnify and hold harmless Walk-in Cooler Parts, Walk-in Cooler Parts' agents, officers and employees against any loss, damage, claim, suit, liability, judgment or expense (including, without limitation, attorney's fees) arising out of or in connection with any injury, disease or death of persons or damage or loss of any property or the environment, or violation of any applicable laws or regulations resulting from or in connection with the sale, transportation, installation, use, or repair of the Product(s) by Purchaser. The obligations, indemnities and covenants contained in this paragraph shall survive the consummation or termination of this Contract.

Returns

Returned products must be of current manufacture, unused, in resalable condition and securely packed to reach U.S. Cooler (d.b.a. Walk-in Cooler Parts) without damage. Any cost incurred by U.S. Cooler to put product in original condition will be charged to purchaser. Returns must be initiated within 30 days of the package delivery date. No returns will be accepted after this 30 day period. Returns will be subject to a 25% restocking charge and purchaser will be responsible for any and all freight, packaging and insurance costs in the return of the product. All returns must be issued a return merchandise authorization (RMA) number from U.S. Cooler before any return will be accepted. Once a RMA number has been issued, customer must return merchandise within 10 days in order to receive credit. If merchandise is received within 10 days and is in resalable condition, a credit will be issued within 10 days of receipt. Due to the custom nature of non-stock "special order" or "custom cut" items, no returns will be accepted for such merchandise. Please consult U.S. Cooler or walkincoolerparts.com if you have any questions regarding non-stock merchandise prior to ordering. No exceptions will be made.

Cancellation

Any cancellation of a Product order, once confirmed and paid for by Purchaser, but prior to shipment, must be approved by an officer of Walk-in Cooler Parts and may be subject to restocking and other charges. Once the Product(s) is shipped, Purchaser can no longer cancel the order.

Choice of Law and Venue

This Contract, and all matters relating to Purchaser's use of Walk-in Cooler Parts' web site shall be governed and construed in accordance with the laws of the State of Illinois without regard to its choice of law principals. Purchaser agrees and hereby submits to the exclusive personal jurisdiction and venue of the courts of Adams County, Illinois in the Eight Judicial Circuit of the State of Illinois with respect to all matters arising from this Contract.

Severability

If any provision of this Contract shall be deemed illegal or unenforceable, such illegal or unenforceable term or provision shall not affect the validity and enforceability of any other provisions hereof, which together shall be construed as if such illegal or unenforceable term or provision had not been included herein.