

CONDITIONS OF CONTRACT

WARRANTY

John Bossy Refrigeration hereby warrants that the work carried out and any equipment manufactured or supplied is free from defects in workmanship and materials, its obligations being limited to the repair and replacement at its option, of any work or equipment part thereof which its examination shall disclose to be defective. Unless otherwise expressly provided, any defective equipment shall be replaced where the fault occurs within the time period specified by the equipment Manufacturer and is subject to the Manufacturer's approval.

This warranty shall not apply:

- (a) Unless notice of any defect and any claim in respect thereof has been given within the warranty period;
- (b) To light globes, glass or plastic components, filters, fuses, drive belts, refrigerant or lubricants unless otherwise expressly provided;
- (c) If any serial number of identification or installation plate attached to the equipment has been altered, rendered illegible or removed;
- (d) If the service work, and any of the equipment has been:
 - 1. Subject to misuse, abuse, negligence or accident;
 - 2. Connected to improper, inadequate or faulty power, water or drainage service or operated using incorrect, insufficient or contaminated lubricants, coolants, refrigerants, or additives thereto;
 - 3. Installed, maintained or operated otherwise in accordance with the instructions furnished by John Bossy Refrigeration;
 - 4. Damage by foreign objects;
 - 5. Service, repaired, altered or moved otherwise than by John Bossy Refrigeration or its nominees or using other than John Bossy Refrigeration replacement parts;
 - 6. Used for any duty or subject to any operating conditions varying from that for which it was specifically supplied by John Bossy Refrigeration, nor shall it apply in respect of any damage to the work and any equipment arising from corrosion, deterioration or the like contributed to by abnormal temperatures, the influence of foreign matter or energy or physical or chemical properties of water, steam or chemical compounds unless the work or equipment was supplied by John Bossy Refrigeration for a duty which contemplated the above contributing elements and in respect of which there was specific and detailed prior disclosure by the customer.

While under warranty the customer shall be responsible for and shall meet all charges in respect of:-

- 1. Making the equipment accessible for service including the normal, dismantling or reinstatement of any of the equipment from the plant to which it may be connected or from premises in which it may be installed.
- 2. Any labour transportation, travelling or communication expenses necessarily incurred in the provision of service or repairing any equipment at locations other than John Bossy Refrigeration branches or other nearer premises nominated by John Bossy Refrigeration.
- 3. Any surcharges applicable in respect of the provisions of service or repairing of any equipment outside normal working hours. Subject to the rights, conditions, warranties and liabilities conferred or implied by federal, and state legislation and to the extent allowed there under the above warranties are in lieu of all rights, conditions warranties and liabilities whether expressed or implied including, without in any way limiting the generality of the foregoing, any implied warranties or merchantability or fitness for a particular purpose or of, or to any person or property arising from the supply or service of materials or the service installation or operation of goods including consequential loss or damage arising from breakdown or failure to perform.

FREE SERVICE

John Bossy Refrigeration will service any equipment supplied free of charge for a period of twelve (12) months on new equipment, or ninety (90) days on new equipment installed to existing systems and ninety (90) days on second hand equipment, from the date of completion of installation. Free service is limited to the provision of labour, travelling expenses and materials necessarily incurred in carrying out adjustments and/or rectification of all the equipment supplied.

Unless expressly and specifically agreed to in writing to the contrary, the above conditions apply to and are deemed to be incorporated in all contracts for the provision of work, including the supply of equipment by John Bossy Refrigeration.

INSURANCE

All equipment delivered to site is at the customer's risk and accordingly responsibility for insurance shall be upon the customer as and from the date of delivery. Responsibility shall be upon the customer to insure against any food or product loss or other consequential losses arising from breakdown or failure to perform.

OWNERSHIP

Title of the job in hand will remain in the name of John Bossy Refrigeration until all sums due have been fully paid. This includes the right to recover installed materials.

DELAYED PAYMENTS

Monies due for which a request has been made by invoice to the customer, and which remain outstanding, will bear charges at current bank overdraft rates, and will automatically cancel out any guarantees between John Bossy Refrigeration and customer. The customer is liable to pay any debt collection costs, credit agency costs or legal costs incurred by John Bossy Refrigeration as a result of overdue payments.

Unless expressly and specifically agreed to in writing to the contrary, the above conditions apply to and are deemed to be incorporated in all contracts for the provision of work, including the supply of equipment by John Bossy Refrigeration.