

National Compressor Exchange, Inc.®

ISO Certified 9001:2015

75 Onderdonk Avenue • Ridgewood, New York 11385 • Tel: (718) 417-9100 Fax: (718)821-7032

Website: www.nationalcompressor.com E-mail: compressors@nationalcompressor.com

This page is in our catalog.

TERMS AND CONDITIONS: We remanufacture all types of refrigeration and air conditioning compressors, semi-hermetic stators, motors and pumps. A substantial parts inventory is maintained on CARRIER, COPELAND, DUNHAM-BUSH, TRANE, YORK and WORTHINGTON (CLIMATROL), BITZER and FRASCOLD compressors, rebuilt valve plates, rotary seals and resurfaced crankshafts. See Product page for Line Card.

NEWLY MANUFACTURED COMPRESSORS: We carry a full line of Frascold reciprocating and screw compressors. See our webpage at www.nationalcompressor.com for more information on new products.

INFORMATION ON ORDERING: When ordering a replacement compressor shaft or compressor parts, be sure to give correct model and part number. On compressors, give full information as to make, model, number of cylinders, etc. On Semi-Hermetic compressors, in addition to model numbers, give voltage and phase. Note in our compressor section, additional information to properly identify compressor models are listed under each manufacturer. See page "How to order a compressor". This will help with detail of field information required to ensure proper compressor replacement with all necessary characteristics, i.e. unloader heads, suction size, and crankcase heater.

1. TERMS & CONDITIONS OF SALE: All orders shall be subject to and expressly conditioned upon Buyer's assent to the terms and conditions of sale set forth herein. In the event that any purchase order, acknowledgment or other form of Buyer includes terms and conditions which conflict with these terms and conditions, the terms and conditions of this document shall prevail.

2. PAYMENT TERMS: Net 30 from date of invoice for accounts with approved credit. Any accounts that are past terms become delinquent and will incur interest charges of 1.5%. If no credit line is established, then National Compressor Exchange, Inc., hereinafter referred to as "Seller," requires COD with order. A 3.5% fee is applicable to all credit card charges. Past due accounts will be placed on credit hold until account is current. Any account past terms becomes delinquent and will be turned over to legal collection. All costs including interest, collection costs*, and any legal fees will become part of the settlement. Invoices remaining past due will not be eligible for warranty. All accounts must be current/within credit terms before warranty will be considered.

3. QUOTATIONS: Quotations are valid for 30 days.

4. TAXES: Seller is not required to include charges for sales tax on invoices for interstate transactions. In those limited cases where sales tax applies to an interstate transaction it is solely the Buyer's responsibility to report and remit those amounts to the appropriate taxing authority. Seller is only obligated to charge for and remit sales tax on invoices for sales within New York except where a Buyer maintains a valid reseller's certificate with the Seller.

5. FREIGHT: Unless otherwise specified by Seller, all shipments shall be F.O.B. shipping point. Title to and risk of loss of products pass to Buyer upon delivery by Seller to the carrier. Seller shall assess a nominal handling and administrative fee on each shipment.

6. SHIPMENTS: Seller shall have the right to deliver any portion of the products included in an order and to bill Buyer for such delivered products. Buyer agrees to pay for the same in accordance with the terms of payment of the order.

7. SHIPPING DATES: Ship dates, as stated in Seller's order acknowledgements, are estimates and subject to change. Unless otherwise specifically agreed to in writing, Seller does not guarantee a particular date for shipment or delivery of goods quoted. Seller shall be excused from and under no circumstances shall be liable for any loss or damage arising from delays in performance due to fire, strikes, labor matters, government regulations, acts of the elements, transportation, failure to receive materials, or causes of a like or different nature reasonably beyond its control in the conduct of its business. Seller is under no obligation to pay air freight or expeditor fees on late shipments.

8. WARRANTY: Seller warrants the semi-hermetic reciprocating compressors, semi-hermetic screw compressors, open drive screw compressors and open drive reciprocating compressors remanufactured by National Compressor Exchange, Inc. to be free from defects in material and workmanship under normal use and regular service and maintenance for a period ending up to 12 months from date of shipment, unless otherwise specified and noted on the invoice. The Buyer's or End-User's exclusive remedy, and Seller's exclusive liability, under this warranty shall be limited, at Seller's option, to replacement of the same with a compressor, part (e.g. valve plate) or component. Any claim made under this warranty is conditioned upon return of the failed compressor or component to Seller within 30 days from date of failure and Seller's inspection of the returned product and determination that there was a defect covered by this warranty. **THIS EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXCLUDED. THIS WARRANTY DOES NOT INCLUDE LABOR COSTS.** Labor, material and other expenses related to the removal, replacement and transportation of defective compressor, parts or components are the Buyer's or End-User's responsibility. The warranty stated above is limited to the Buyer or original End User of the compressor or Seller-manufactured parts or components; is limited to compressors installed and used in the United States, Canada, Puerto Rico and the Virgin Islands; and covers only the basic compressor and the Seller-manufactured compressor components and accessories, such as crankcase heaters, pressure switches, external unloaders, flywheels, couplings, and mufflers. Parts incorporated in the Seller's products but not of Seller's own manufacture will carry only the warranty of their manufacturer, if any; Seller will endeavor to secure for Buyer the benefits of any such warranty, if inspection proves such parts to be defective. This warranty shall not apply to: compressors, parts or components improperly applied, installed or operated, or to those which have been modified, subject to abuse, misuse, negligence or improper repair, service or maintenance. Also, this warranty shall not apply to compressors operated with refrigerants not approved by Seller. All compressors, parts or components shall be returned to Seller, freight prepaid for inspection, and Seller reserves the right to deny any claim for a remedy under this warranty if after inspection of the claim, Seller determines that the compressor, part or component was not found to

be defective. Compressors and parts or components replaced shall have the same warranty as set forth herein, limited however, to the time remaining for the warranty period which applied to the original compressor, part or component. All compressors, parts and components returned for which a credit is given under this warranty shall become the property of Seller. Compressors which have modules warrantees are subject to evaluation through the diagnostic module which will be analyzed for warranty consideration. A module that has not integrated into the protection system from installation of compressor will void the warranty. All compressors supplied with a diagnostic module on warranty replacement must re-purchase a new module with replacement of compressor.

9. LIMITATION OF LIABILITY: Seller's maximum liability for any reason under this contract shall consist of replacement of compressor or parts subject to right of removal and return of equipment to Seller. Seller shall not be liable for any claim for bodily injury, including death, or damage to property caused by any defects in any products, including parts supplied by third-party manufacturers, to the extent such loss or injury is caused by, arises from or is attributable to (i) misuse, neglect, or abuse of such products or parts thereof by Buyer or any third party; (ii) improper or inadequate operation, maintenance or repair of such products or parts thereof by Buyer or any third party, or (iii) modification of such products or parts thereof by Buyer or any third party in a manner not authorized by Seller or the parts manufacturer.

SELLER SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES FROM ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, COMMERCIAL PROFITS, OR CUSTOMER GOODWILL OR ANY OTHER CLAIMS BASED ON CONTRACT OR TORT.

10. PATENTS: Seller shall indemnify the Buyer against liability for infringement of any U.S. Letters Patent arising out of the manufacture, sale, or use of the Seller's products delivered hereunder unless the infringement arises because of (i) compliance with the Buyer's specifications, or (ii) the use of such products in an infringing process or combination and such infringement would not arise from the use of such products alone. This indemnification is conditioned upon the Buyer giving Seller prompt notice of, and the full right to defend and settle, any such claim or suit, and the right to modify such products so as to make them non-infringing without materially departing from the requirements of Buyer's purchase order.

11. ORDER CANCELLATION: Orders may be canceled by the Buyer only with the consent of the Seller and upon payment of reasonable cancellation charges. Such charges take into account costs and expenses thereto incurred, purchase or contract commitments made by Seller and all other losses due to such cancellations including a reasonable profit. No cancellation is permitted on material of special nature not normally carried in our inventory.

12. RETURNS: No product shall be returned without Seller's prior consent. Product returned with Seller's consent must be shipped freight prepaid and are subject to a 25% restocking fee. The cost of any additional charges for repacking, repainting, etc. will also be deducted from Buyer's return credit. If parts are returned for credit, they will be subject to a restocking charge of 20%. All claims for shortage of material must be submitted in writing within ten days of date of receipt of material. No claims shall be considered unless this procedure is followed. Material made on special order or material of a special nature not normally carried in our inventory will not be subject to return. All other material will be accepted subject to inspection. While invoice remains past due any warranty claim will be denied.

13. CREDITS: Credits for cores are refunded by credit or if paid by check or credit card direct refund. Any other credits are refundable in credit only and can be used against further purchases. There are no cash refunds except in the aforementioned of this Terms and Conditions page. Core credits are issued immediately upon approval. Credits may be used for future purchases.

14. REFUNDS: Credits are refundable in cash or check up to 90 days if the item is paid in full. Any credits not taken within 90 days will not be eligible for a cash or check refund but the credit can only be applied against future purchases. There are no exceptions.

15. ORDER ACCEPTANCE: No order pursuant to this proposal shall be binding until duly accepted by an authorized representative of Seller. No person has the authority to make or claim and representation, promise or condition which is not expressed herein. The minimum order is \$50; any purchases under this amount is COD. Prices may change without notice.

16. CLAIMS: Any claim(s) by Buyer arising from the performance or nonperformance of this contract shall be brought within thirty (30) days from the date such claim arose.

17. ASSIGNMENT: Any assignment of this contract by Buyer, in whole or in part, without seller's prior written consent is void.

18. JURISDICTION/GOVERNING LAW: The definition of terms used, interpretation of this contract and rights of all parties shall be construed under and governed by the laws of the state of New York. In the event of judicial determination that any provision within this contract is unenforceable or fails its essence, this shall have no effect on the enforceability of the balance of the provisions herein.

19. APPLICATION RESPONSIBILITY: Refrigeration and air conditioning applications are complex and require highly trained engineers and technicians to properly size, apply and install compressors and related equipment. The Seller takes no responsibility for the suitability of such applications or installations. It is the responsibility of the installing technician to record and complete all installation papers supplied, controls, and safeties adhering to standard installation procedures.

20. MISCELLANEOUS: No change, modification or waiver of, and no usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement, these terms and conditions shall be binding upon Seller unless made in writing and signed by Seller. No modification shall be effected by Seller's receipt or acceptance of Buyer's purchase orders, shipping instruction forms or other documentation containing terms at variance with or in addition to those set forth herein, all of which are rejected by Seller.

ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

**REMANUFACTURERS OF RECIPROCATING COMPRESSORS, CENTRIFUGAL STATORS, AND
HERMETIC STATOR REWINDERS**

Copyright 2012 by National Compressor Exchange, Inc.®