

## TERMS AND CONDITIONS

### TERMS

- All prices are F.O.B. factory. Price shown are list prices and are subject to trade discount and to change without notice. We carefully check pricing and product specification but occasionally errors can occur, therefore we reserve the right to change both without notice.
- Net 30 with approved credit, otherwise C.I.A. The buyer agrees to pay for all purchases according to standard stated terms from the date of the invoice. No terms or conditions of purchase orders different from standard will become part of any transaction unless specifically approved in writing by Sirman USA. No waiver of any terms herein shall constitute a waiver of this agreement. An interest rate of 1 1/2% per month will be charged on past due accounts. Claims or disputes do not relieve the buyer from obligation of prompt payment. All merchandise remains the property of Sirman USA until paid in full. Other payment options include check in advance, wire transfer, Visa, MasterCard and American Express. A 3.5% fee applies for credit card payments.
- Sirman USA is not responsible for any damage or loss incurred while merchandise is in the hands of the carrier. (For any damage and loss incurred in transit, file claim against carrier promptly.)
- Merchandise is shipped on open account to those firms furnishing satisfactory credit references.
- Sirman USA reserves the right to ship via carriers that, in our opinion, are the most efficient. We will follow customer's routing if possible.
- Unless specified, all orders are shipped "Prepaid & Add".

### ORDERS

- Written purchase orders will be accepted via fax/e-mail. Phone orders will be confirmed by Sirman USA via fax/e-mail A.S.A.P and require written customer confirmation.
- A \$15.00 service charge is added to all orders less than \$100.00 net.

### RETURNS

#### Overview:

- Authorization for return will only be granted within 30 days of shipment from factory.
- Any returned items received without an approved RA number, not in their original factory packaging, having been used in a manner not specified by Sirman USA and/or unable to be repaired to restock condition will be refused at the Sirman USA warehouse and returned to the customer at their expense.
- Returned items free of damage and defect, in original factory packaging and in a condition to be fully restocked, Sirman USA will issue a credit against the original invoice amount paid, less freight and a minimum restocking charge of 25% within 10 days of item receipt and inspection. If item is not received by Sirman USA within 30 days after RA issuance then RA will be voided.
- Returned items not in a condition to be restocked will be subject to a standard 25% restocking fee, a reconditioning charge (\$95 per hour), plus the cost of any parts and materials needed to bring the item to the accepted restock condition.
- All returned items must be carefully packaged to ensure safe shipment. All return freight, duties, fees and taxes must be prepaid. Please note that the RA number issued must be clearly marked on the outside of the return item package or it will be refused by Sirman USA.
- Credits on returned items will only apply when authorized and issued by Sirman USA. Credits will be issued against original customer transaction in accordance with standard procedure.
- Sirman USA in no way is responsible for issuing credits and/or monies to any third party. Sirman USA sole responsibility is to the account or party who purchased product from us.

#### Return request:

- To request a return please send an email [sirmanusa@sirman.com](mailto:sirmanusa@sirman.com) providing PO, invoice, serial number and reason of the return.

## LIMITED WARRANTY

### WARRANTY TERMS:

Standard warranty: **12 months**

For **Tier 4 and Tier 5** units: extended warranty of **15 months**

The warranty period begins from the **date of sale by Sirman USA**

#### Overview:

**The warranty applies on all Sirman USA products only when used under normal foodservice industry conditions.**

- All Sirman USA equipment carries a one-year, carry-in or on-site parts and labor warranty against any flaws in materials and workmanship when utilized and operated according to the specified operations manual and capacity ratings.
- All requests for warranty service must be authorized by Sirman USA prior to the repair. Any repairs that are not properly authorized by Sirman USA shall be the monetary responsibility of the customer.
- Sirman USA reserves the right to replace or repair equipment under warranty. Any replacement of parts or materials not offered or specified by Sirman USA shall void all warranties in their entirety.
- On-site warranty applies for:
- Slicers: Flywheel, Heavy-duty and Automatic / Pasta Machines / Spiral Mixers / 12 and 20 Quarts Buffalo Choppers / 4 Hp Cheese Grater / Vacuum Packaging Machines / Meat Grinders - from 3 Hp / Meat Mixers / Hydraulic Sausage Stuffers / Pizza Oven.
- For all the item not in the list we will provide the drop off address and provide the alternative solution to solve the issue. The unit will may return returned to our warehouse or need to be dropped to the service company indicate from Sirman USA.

#### Warranty eligibility:

- Sirman USA equipment carries a one-year, carry-in or on-site parts and labor warranty exclusion of consumable parts from the date of purchasing from Sirman USA.
- Clean, maintain and service the equipment according to the instructions to ensure there's no violation of the warranty's terms. If the equipment doesn't operate correctly, use the troubleshooting guide first before calling us. Follow the warranty claim instructions.

#### Warranty request:

- To initiate a request warranty service, please send an email to [sirmanusa@sirman.com](mailto:sirmanusa@sirman.com) our Service Support Specialist will request the necessary information.

#### Warranty exclusions:

- Products that have been damaged in transit, by accident, carelessness, improper installation - using an unauthorized or unlicensed installer, using the wrong electrical service - lack of proper setup or supervision when required, neglect, improper usage - make sure Managers read and follow instructions in the operating manual and train Employees to use and maintain equipment properly - overloading or operation contrary to installation and operating instructions. Transit damages should be reported to the carrier immediately.
- Consumable parts and normal wear and tear or other causes not arising out of defects in materials or workmanship.
- Scheduled maintenance has not been performed (e.g. oil and filter change on Vacuum Packaging Machines).
- For all product sold in USA Island and outside of USA territory - One year on parts. Parts are shipped EXW. Labor not included.

#### Disclaimer:

THE LIMITED WARRANTY SET FORTH ABOVE IS THE SOLE AND ENTIRE WARRANTY PERTAINING, TO THE PRODUCT AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER, WHETHER EXPRESSED, IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THIS WARRANTY DOES NOT COVER OR PROVIDE FOR THE REIMBURSEMENT OR PAYMENT OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE, MANNER, OR DEGREE, AND ANY LIABILITY BY SIRMAN OR SIRMAN USA, INC. FOR SUCH INCIDENTAL OR CONSEQUENTIAL DAMAGES HEREBY DISCLAIMED. Some States do not allow this exclusion or limitation of warranties and/or damages, so the above limitations and/or exclusions might not be applicable to you. This warranty gives you specific legal rights, and you might also have other rights that vary from State to State.