

BROTHERS FOOD EQUIPMENT DEPOT INC.
Purchase Terms & Conditions

Purchasers of Equipment & Supplies from Brothers Food Equipment Depot Inc., agree to be governed by the following Terms and Conditions:

Buyer & Seller Responsibilities:

- It is the Buyers responsibility to review all terms and conditions prior to purchasing.
- Buyers of equipment and supplies agree to abide by our company's decisions related to the Terms and Conditions contained herein.
- The buyer is responsible for obtaining all information necessary to make an informed and educated decision regarding the purchase. This includes making sure that the equipment purchased is correct for your establishment.
- Prior to purchasing from Brothers Food Equipment Depot Inc., it is the buyer's responsibility to ensure, that any equipment purchased meets all applicable Provincial, Federal, Municipal Codes or other local Bylaws and Codes.
- It is the buyer's responsibility to ensure that the plumbing, electrical and ventilation systems in their facility meet the specifications required for the equipment purchased.
- The seller agrees to present all items as accurately as possible based on the information available to us and on our knowledge at the time of posting. There is no guarantee regarding the accuracy of the information provided.
- Buyers agree to not hold Brothers Food Equipment Depot Inc., responsible for anything not stated in the listing or included in the picture of the equipment, but not limited to assumptions made by the buyer or any verbal statements.

Shipping Terms:

- Purchasers are responsible for shipping charges.
- Shipping will be arranged by Brothers Food Equipment unless buyers prefer to arrange their own shipping.
- Buyers will be notified of shipping charges prior to purchase.
- Expedited or On Time Shipping should be arranged by the purchaser.
- Returns due to Freight Delays are not accepted, unless written authorization has been provided.
- We will do our best to ship purchased goods in a quick and timely manner but we cannot guarantee specific shipping times or dates.
- Equipment is generally sold F.O.B. our dock in Richmond, B.C. Buyers will be notified prior to purchase when F.O.B. is from a Manufacturers dock.

Delivery and Receipt of Orders

- For in-stock items, we do our best to ensure that orders are shipped out as quickly as possible, usually within 2-3 business days.
- Buyers will be notified if any items ordered are out of stock. We will inform customers when backorders become available.
- For custom made equipment or out of stock items, there is no guarantee of shipping times. 4-6 week delivery times however are the norm.

Delivery of Equipment:

- We provide two types of Equipment Delivery options:
 - 1) Door to Door otherwise known as Curbside,
 - 2) White Glove Delivery.
- With Door to Door Delivery, buyers must provide their own manpower and/or equipment to transport the equipment into their establishment.
- We also provide White Glove Delivery Service, in which additional manpower is provided to help transport the equipment from the truck into your premises.
- White Glove delivery must be arranged at the time of purchase and an additional charge will apply.
- Unless otherwise specified, all deliveries will be done Door to Door or Curbside, (i.e.: from our door to your door.)
- Power tail gate services are available and must be requested at the time of order.
- It is the buyer's responsibility to ensure that sufficient space is available, free of obstacles, to facilitate moving the equipment into the purchaser's premises.
- Buyers are responsible for inspecting the items delivered, for both obvious and hidden damage and to ensure the goods have arrived in good order and are free of damage.
- Buyer's signature on the delivery receipt form will be construed as acceptance that the equipment delivered has been received un-damaged and in good condition.
- Orders for in-stock equipment are usually shipped within 3 to 5 business days of being paid, unless otherwise notified or requested.

Customer Pick Up of Equipment

- Customer pick up is available Monday to Friday from 10am to 4pm Pacific Standard Time at our Richmond B.C. Warehouse location.
- Customers will be notified when their orders are ready for pickup.
- Assistance is available to help customers load their equipment into their vehicles.
- When customers pick up their own equipment, it is the sole responsibility of the buyer to ensure their purchased equipment is properly loaded and secured in their vehicles.
- The seller assumes no responsibility or liability for damages incurred as a result of equipment improperly loaded or inadequately secured.
- Purchased items must be picked up as soon as possible. Any items not picked up within 30 days from the close of sale, will be assessed a storage fee of \$50.00 per month.
- Any item not picked up within 90 days, will be considered abandoned; ownership will return to the seller and all monies paid by the buyer related to the item will be forfeited.
- The seller accepts no liability for loss, theft or damage to any item while stored in our warehouse.

Packaging:

- Standard packaging is provided on all orders which include: wrapping equipment in cardboard and strapping it to a pallet.
- Additional protective packaging can be arranged if requested in advance, however additional packaging charges would apply.

Payments

- All purchases must be paid in full, prior to shipping unless an account has been setup.
- Deposits may be required when ordering equipment from suppliers.
- Purchases can be made by cash, Visa, MasterCard, Debit Cards, Company Checks and bank transfers and will be usually processed the same business day.

Cancellations:

- Buyers that cancel their orders are responsible for all cancellation fees that may apply.
- Cancellation of orders is subject to the supplier's approval.
- Cancellation of an order MUST be made in writing to Brothers Food Equipment Depot. Verbal or Voice messages will not be recognized as acceptable forms of cancellation.
- Cancellation requests must be made within 5 business days of the purchase. If a cancellation is not received in a sufficient time for the supplier to halt the shipment, the cancellation will be considered a request to return the equipment, and applicable return fees will apply.
- Cancellation of manufactured or custom made equipment is not permitted unless agreed to by the manufacturer.
- Brothers Food Equipment Depot Inc. retains the right to cancel any order at its own discretion, with a full refund, and will not be held liable for any other loss or damage arising from such cancellation.

Returns:

- Return requests must be made within 10 days of receipt of goods.
- Returns are for store credit, unless otherwise agreed to in writing.
- Purchasers are responsible for all return charges, and Brothers Food Equipment Depot will deduct all applicable charges before a store credit is issued.
- No item may be returned due to freight delays.
- Please note that "Buyer's Remorse" is not sufficient grounds for a return.
- Return requests must be made in writing and a Return Merchandise Authorization (RMA) number provided by Brothers Food Equipment Depot, prior to returning the equipment.
- RMA#s must be clearly posted on the exterior packaging of all returned goods.
- A standard 20% restocking fee will be applied to all returns. Items returned must have a traceable Bill of Lading.
- Merchandise must be returned complete with original packaging, accessories and instructions. Returned merchandise must be wrapped securely to protect the returned equipment from damage in transit.
- Any pre-fabricated and/or custom equipment made or built to customers specifications, is not eligible for return, unless authorized by the manufacturer.
- Returned goods will be inspected for re-sale ability, prior to a store credit being issued.
- Lost or damaged returns are to be resolved between the buyer and shipping company.

Warranties: New Equipment

- All New Food equipment purchased from Brothers Food Equipment Depot (B.F.E.D.) comes with a Limited 1yr. Parts and Labour warranty.
- The B.F.E.D. warranty is for defective equipment or parts only, and does not apply to equipment damaged as a result of customer abuse.
- Additional manufacturer warranties may also be available from brand name suppliers.
- Applicable warranties will be discussed with buyers at the time of purchase.
- Buyers should be aware that a Commercial Food Manufacturers warranty may be voided if the equipment is placed in a Residential Setting.
- Warranty will also be voided if the Food Equipment purchased from Brothers Food Equipment is not installed to the proper electrical, plumbing or ventilation specifications.

- Equipment must be installed by certified, licensed tradespeople.
- Food Equipment is meant to be plugged directly into an outlet. Warranty is Void if the equipment purchased is plugged into an extension cord.

Warranties: Used Equipment

- We purchase good quality used Food Equipment from trusted sources only. All used equipment we sell has been tested to ensure it is in good working order.
- USED equipment warranties vary from: No Warranty to 3months warranty, depending on the item.
- Buyers agree to hold Brothers Food Equipment Depot Inc. harmless for all matters regarding the item purchased, including, but not limited to, any matters regarding the manufacturer's performance pertaining to the warranty.
- Equipment purchased from Brothers Food Equipment Depot Inc. must be assembled and installed by knowledgeable, licensed, authorized and experienced trade's people. Improper installations may cause malfunction of the equipment and may void any warranty.
- There are no warranties of either merchantability or fitness for a particular use.

Problems/Concerns/Disputes:

- We at Brothers Food Equipment Depot Inc. strive to resolve any problems, disputes and concerns in a fair, equitable and professional manner.
- Problems or concerns can be reported to Brothers Food Equipment Depot by phone, but must be followed up in writing via email or registered mail.
- Any malfunction of equipment must be reported to Brothers Food Equipment Depot as quickly as possible by phone and in writing, via confirmed email or regular mail.
- Only Brothers Food Equipment Depot is authorized to call for service and repair work on equipment purchased from Brothers Food Equipment Depot Inc.
- If the purchasers choose to call repair companies on their own, without our authorization, then it is the purchasers responsibility to pay for any expenses incurred for the repair, and will void the warranty.
- Once it has been determined by Brothers Food Equipment Depot that service work is required on the equipment purchased, we will strive to have a service person respond to the service call within 24 to 48hrs. However since service times are dependent on the trade's person's schedule, we cannot guarantee specific service times or dates.
- Buyers agree to cooperate with problem identification and correction efforts. Buyers agree to abide by Brothers Food Equipment Depot Inc. decisions regarding problem resolution.