UBC COOL CANADA INC



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PRODUCT WARRANTY

RETURNS & SHIPPING

UBC items returned that suffer a product defect during the associated warranty period will be accepted with no restocking fees. All defective UBC parts/equipment will be tested and verified by UBC Technical Service staff before accepting and proceeding with warranty process. During the warranty period UBC Group will be responsible for shipping charges as described in the previous segments. UBC Group will ship replacement parts using standard ground shipping only, unless previous arrangements are advised by the UBC Sales Representative. Refrigeration units will be shipped on pallets ground freight (LTL), unless previous arrangements are advised by the UBC Sales Representative. If faster replacement shipping is requested, the customer may incur the difference in shipping costs.

RETURN POLICY

UBC items returned that are not covered under any associated warranty, will be processed according to the return policy guidelines below:

Within 30 days and UBC error or product defect are present, returns are accepted with no restocking fees.

Within 30 days and there is no UBC error or product defect, returns are accepted with a minimum 15% restocking fee applied to regular products, and minimum 25% restocking fee applied to custom products.

After 30 days and UBC error or product defect are present, returns are accepted with a minimum 15% restocking fee applied.

After 30 days and there is no UBC error or product defect, returns will not be accepted.

Please see terms listed at the bottom of UBC 'Packing List' for further details regarding returning products to UBC Group.

RECEIVING MERCHANDISE

- 1. Shipments received from UBC must be inspected for damage before signing delivery paperwork. If it is not practical to inspect all items at this time, the phrase "Subject to further Inspection" must be written beside the receiver's signature.
- 2. All items received in the shipment must be thoroughly inspected for damage and accuracy within 48 hours of receipt, and UBC must be notified of any issues within this time.
- 3. If not notified within 48 hours, the shipment will be considered accepted as complete and without damage.
- "Drop-shipments" or shipments "to be held for pick-up", will become the receiver's responsibility to have the third-party follow these quidelines on the receiver's behalf.
- If a shipment shows damage, and the receiver has accepted it without indicating any note on the receipt paperwork, UBC will reject damage claims associated with the shipment.

By signing the carrier's freight bill without any notation of damage, you are agreeing that the shipment was delivered in good condition. Any damage found after that point, should be directed to the freight carrier in the form of a concealed damage claim. UBC Group is not responsible for freight damage claimed once the shipment was signed for as received in good condition. UBC Group's responsibility ceases upon the shipment's acceptance by the recipient.

LIMITED PRODUCT WARRANTY

PREREQUISITES

This warranty is available to the first end user for equipment purchased from UBC or UBC's authorized dealers. Equipment resold without such authorization will not be covered under this warranty.

All equipment must be properly installed by a professional installer according to guidelines found in the product manuals. In case of more equipment related information needed during the installation, installation party needs to contact UBC. Approved usage conditions for operation must be provided as required in the product manuals (including but not limited to ambient conditions, dedicated power circuit and required clearance). All equipment must be maintained and cleaned regularly as specified in the product manual. In case of equipment failure customer must contact UBC Group for a repair authorization number before any repairs are made. Warranty claim form must be completed in full and submitted to UBC Group within 1 month of the repair. Furthermore, pictures must be submitted with warranty claim form where applicable. The claim can be denied and/or suspended without picture(s) of the issue. Some products which are not made by UBC Group are warranted by their respective manufacturer; therefore, this Limited Warranty does not apply to such products.

NON-REFRIGERATED UNITS

UBC products will be free of defects in material and workmanship, under typical use and regular service. Unless otherwise specified, the warranty period will be 1 year from the date of sale. We are not responsible for parts or products damaged from mistreatment, disregard, revision, accident, unauthorized service, mishandling, or any damage caused by transportation, and normal wear and tear.

If any defect is discovered during the warranty period, the purchaser must notify UBC Group and make a warranty claim. UBC Group has the option of repairing the product, hiring a third party to repair the product, or shipping the product to UBC Group for repair or replacement. If UBC Group decides to ship the product, the product will be shipped by ground (LTL) at UBC's expense. There will be no expedited shipping at UBC's cost. If UBC Group deems that shipping the product to UBC is necessary then we will issue a return goods number (RGN), which

must be placed on the product when returned. (Does not cover UBC Refrigeration units which is covered under UBC refrigeration limited warranty).

REFRIGERATION UNITS

WARRANTY PERIOD

Warranty period is one (1) year from the date of installation but no longer than eighteen (18) months from date of sale. Compressor warranty period is five (5) years from the date of installation or sixty-eight (68) months from the date of sale from UBC Group.

A warranty stub or documents of sale from distributor must be submitted for units not sold directly by UBC Group for warranty to be valid. The Warranty Claim form must be submitted within 1 month of completed repairs for claim to be valid.

WARRANTY COVERAGE

REFRIGERATION UNITS (INCLUDING COMPRESSOR)

If a product is deemed defective by UBC Group within the warranty period described above UBC Group, at its discretion, will either repair or authorize the repair of the product. UBC Group will be responsible for the labor charges according to the Labor Charges segment within the warranty period if all above mentioned

prerequisites are satisfied. UBC Group may also replace the product at its discretion bearing the labor costs for the product replacement according to the Labor Charges segment. The customer is responsible for the return of the defective part or product to UBC Group for inspection and defect determination. Customer must package the part or product according to the instructions provided by UBC Group before shipping it. UBC Group will cover the shipping costs for the part or product as described in the Shipping segment of this warranty.

Compressors are covered for an additional warranty for a period of four (4) years beyond the general coverage described above. Under the additional coverage if a compressor is deemed defective by UBC Group, providing that all of the prerequisites described above are met, it will be exchanged for a new compressor. UBC Group will not cover the labor charges associated with the compressor replacement. It is the responsibility of the customer to return the defective part to UBC Group. The customer must return all parts of the compressor and package it according to the instructions provided by UBC Group before shipping it. UBC Group will cover the shipping costs for the part as described in the Shipping segment of this warranty. If the customer does not return the defective compressor to UBC Group, than the warranty claim may be subject for denial. The customer has the option to send the unit to UBC Group for compressor replacement and in this case will be responsible for all shipping charges. Furthermore, the customer will be responsible for the labor charges associated with UBC Group changing the compressor. During this period, compressors can only be replaced once per unit.

DEFECT DETERMINATION

UBC Group is the only body authorized to determine defects. Customers must contact UBC Group to receive authorization for any course of action prior to any repairs. A warranty claim form must be completed and submitted to UBC Group in order to process the claim and authorize any reimbursements. If a repair is made without an authorization number from UBC Group it will not be covered by the warranty and will not be reimbursed. If UBC Group sends a replacement prior to receiving the warrantied chiller, and upon receipt the warrantied chiller is not covered under warranty for any reason, then product owner is responsible for all shipping charges and the cost of the new product. All replacement parts not provided by UBC Group must be pre-approved by UBC Group prior to usage. If a part or product is authorized for return it is for inspection purposes only; if the defective part is not returned by the customer than the warranty claim may be subject for denial. It is the sole discretion of UBC Group as to whether or not a credit/refund will be allowed.

UBC Group's determination of defects is final. If a problem occurs during non-regular business hours and a representative of UBC Group cannot be reached for authorization, then repairs may be made in protocol with our labor charges section. However, if UBC Group deems the repair unnecessary of if the damage is not covered by warranty, and then UBC Group will deny the warranty claim.

WARRANTY DOES NOT COVER

- Physical damage or water damage to the unit caused by negligence of the user.
- Improper installation and modifications made without UBC Group's explicit approval.
- Chillers being used for applications which they were not originally designed for.
- Damage resulting from electrical/water supply, drainage, flood, storm or any other incidents.
- Repairs made without the explicit authorization of UBC Group and without the submission of the warranty claim form.

PRODUCT & PART REPLACEMENT

UBC Group may deem that a product cannot be fixed and needs to be replaced. In these instances, UBC Group may require a credit card charge as security for the retail price of the replacement product and applicable shipping costs prior to shipping a replacement unit. UBC Group will ship a replacement product with instructions for the return of the defective unit. The customer must return the defective unit within 30 days of the credit card charge to receive the refund. If you are unable to provide credit card authorization UBC Group will require that the customer ships the defective unit to UBC group. Once UBC Group receives the defective unit and verifies that the unit is covered under warranty than UBC Group will ship out the replacement unit.

If UBC Group determines that a part must be replaced, UBC Group reserves the right to charge for the replacement part, until such a time that the defective part is returned to UBC Group and verified as defective. Furthermore, UBC Group reserves the right to charge for a replacement part, until all finalized documents are received and final confirmation that the successful repair has been made.

NOTE

UBC Group is not responsible for economic loss or special, indirect, or consequential damages, including, without limitation, losses or damages arising from food or product spoilage claims as a result of refrigeration failure. Furthermore, Warranty that was incorrectly determined and/or the customer fails to follow warranty instructions, Warranty will automatically be **VOIDED** and Customer will be CHARGED the full amount of the invoice plus related shipping costs.

SHIPPING

During the warranty period UBC Group will be responsible for shipping charges. UBC Group will ship replacement parts using standard ground shipping only. Refrigeration units will be shipped on pallets ground freight (LTL) only. Defective units must be shipped back on a pallet within the proper packaging that is received from the replacement unit. The customer may be held responsible for the cost of the replacement unit as well as all associated shipping charges, if the defective unit is returned in a damaged condition due to improper packaging. If expedited shipping is needed the customer will incur the difference in shipping cost.

RESIDENTIAL WARRANTY

This warranty applies to products installed for normal residential use only and does not apply to any products used in any commercial setting. All prerequisites of residential warranty are the same as those listed above. In addition, the warranty period and the warranty coverage are also the same for units in residential areas. This warranty is extended only to the original purchaser of the UBC Product. This warranty does not cover:

- Physical damage or water damage to the unit caused by negligence of the user.
- Improper installation and modifications made without UBC group's explicit approval.
- Damage resulting from electrical supply, water supply, drainage, flood, storm or any other incidents.
- Repairs made without the explicit authorization of UBC group and without the submission of the warranty claim form. In addition, no reimbursement will be approved without the submission of the warranty claim form.

It is the sole discretion of UBC whether to repair the product itself, hire a third party to repair the product, or have the product's owner contract out with a third party for repair. In the instance that UBC Group choses to repair the product itself and the warranty is deemed voided for any reason, the owner of the product is fully liable for all shipping costs incurred by UBC Group in this process. The labor costs covered by UBC Group are covered in the next section as it applies for the Residential Warranty as well. If a third party is contracted for the repair either by UBC Group or by the product's owner the labor costs, under no circumstances are to exceed the purchase price of the unit in the original invoice.

REFURBISHED WARRANTY

This warranty is available to the first end user for **refurbished** equipment purchased from UBC or UBC's authorized dealers. Equipment resold without such authorization will not be covered under this warranty. The length of this warranty is extended 90 days after the date of sale and covers parts and labor (amount of labor allowed specified in next section). For the refurbished equipment there is no extended warranty for the compressor.

UBC GROUP REIMBURSEMENT

All Warranty claims and service invoices which are submitted on-time and properly will be paid by UBC group within 30 calendar days.

FAULTY SERVICE CALL AUTHORIZATION FORM

ALL FIELDS MUST BE COMPLETELY FILLED OUT

If dispatched service technician determines that the problem with the equipment is not covered under UBC Limited Product Warranty, then the end user for the equipment will be financially responsible for the service call.

If a replacement part/unit is sent out, and the original part/unit is discovered to be in working condition, then the authorized party is responsible for either the cost of the part, or all associated shipping charges.

UBC Group is not responsible for equipment which is not installed according to guidelines, equipment used in non-approved conditions (including but not limited to ambient conditions, dedicated power circuit, and required clearance). In addition, UBC is not responsible for parts or products damaged from mistreatment, disregard, revision, accident, unauthorized service, mishandling, or any damage caused by transportation, and normal wear and tear.

ACKNOWLEGENENT

By signing this form, you are acknowledging that you agree to the terms of the <u>LIMITED PRODUCT WARRANTY</u> .					
Date:		Company Name:			
Signature:		Print Name:			

LABOR CHARGES

Please present this schedule to the service company to avoid any labor charge misjudgments.

When submitting a bill for warranty work, the hours submitted must be within the guidelines listed below. The form is designed for a single claim for a single unit. If more units serviced additional forms are required. The time spent on the job should be multiplied by the straight time labor rate to determine the charge. UBC Group reserves the right to pay no more than the average commercial hourly rates within the particular

territory or region of the country. There is no provision for payment of a premium rate during "overtime" hours. UBC Group will not cover any additional fees charges or material costs associated with a claim, with the exclusion of Freon gas if used to recharge the unit. To prevent delays in processing claims, a complete and detailed explanation of the diagnosis and repair is required. It is required that only certified technicians preform repairs on UBC Group products, all other parties may void warranty. Parts must be supplied by UBC Group. If parts cannot be obtained from UBC Group, parts purchased from third party sources may be used only with UBC Group's approval. Reimbursement of secondary parts will not exceed UBC group's internal pricing schedule. Use of unapproved parts will void the UBC Group warranty. An invoice must be provided with the Warranty Claim form to receive compensation.

Under no circumstances should UBC Group's liability for labor charges exceed the purchase price of the unit in the original invoice.

MAXIMUM LABOR TIME ALLOWED FOR A WARRANTY CLAIM

Travel time (there & back)	2 hours MAX (Case-by-case)
Diagnosis (check and determine the probable cause of the problem; allowed only once)	1 hour
Part replacement (thermostat, pump &motor, start relay, fan &motor, etc.)	½ hour
Refrigeration (detect a Freon leak, fix and refill Freon)	1 hour
Compressor replacement	2 hours
Unit replacement (glycol deck, flash chiller)	2 hours
Unit replacement (kegerator, fridge)	1 hour
Beer Tower Replacement (1-4 Faucet)	1 hour
Beer Tower Replacement (5-8 Faucet)	1 ½ hours
Beer Tower Replacement (10+ Faucet)	2 ½ hours

INSTRUCTIONS FOR COMPLETING FORM

- X All fields must be filled out completely and submitted in legible form (print)
- X All parts replaced must be listed in the claim form
- X All claims MUST be submitted directly to UBC Group in order to receive reimbursement:

Email*: info@beer-co.ca Fax: (905) 629-2577 Phone: (905) 629-2597
*(Subject field of an email MUST be named "WARRANTY CLAIM, Model name, SN, Brewery/Installation company name")

WARRANTY PROCESSING GUIDELINES:

STEP #1

Complaint received by UBC Group over the phone or email.

STEP

ZOHO CRM Case/Ticket is created by UBC Group.

STEP #3

Warranty Claim Form or Warranty Authorization is submitted to UBC Canada for approval. Warranty claim form saved in the ZOHO CASE.

STEP #4

- UBC Canada can dispatch one of the local warranty service partners.
- UBC Canada can authorize repair to a local dealer / distributor or third party service company within the **MAXIMUM LABOR TIME ALLOWED FOR A WARRANTY CLAIM** by issuing a PO or another way or written confirmation.
- UBC Canada can authorize a replacement of products by providing the customer ZOHO CASE # that must be attached to the item shipped back to UBC.
- UBC Canada can chose to send own service technician where this service is available.

STEP #5

When UBC Canada receives an invoice from a service company, it will be authorizing it for payment only in the above steps were followed and the terms/guidelines met.