

TERMS, CONDITIONS AND WARRANTY

Disclaimer

Although the information in this catalogue is presented in good faith and believed to be correct at the time of printing, Omcan makes no representations or warranties as to the completeness or accuracy of the information. Omcan has no liability for any errors or omissions in the information contained in this catalogue. Some variations between pictures in this catalogue and product may occur.

Omcan and the manufacturers represented herein, reserve the right to change, delete, or otherwise modify the information which is represented without any prior notice. Persons receiving this information will make their own determination as to its suitability for their own purposes prior to use. In no event will Omcan be responsible for damages of any nature whatsoever resulting from the use of or reliance upon information from this catalog or the products to which the information refers.

All weights and measures shown are best approximations.

Possession of our price list or literatures does not constitute an offer to sell.

Product Liability

Omcan Manufacturing and Distributing Company Inc. and Omcan Inc. dba Omcan are not responsible for any harm or injury caused due to any person's improper or negligent use of this equipment. The product shall only be operated by someone over the age of 18, of sound mind, and not under the influence of any drugs or alcohol, who has been trained in the correct operation of this machine, and is wearing authorized, proper safety clothing. Any modification to the machine voids any warranty, and may cause harm to individuals using the machine or in the vicinity of the machine while in operation.

Prices and Product Specifications

Prices shown are list prices and are subject to trade discount and to change without notice. Prices may also be changed without notice due to unforeseen cost increases of imported products, raw materials, or currency fluctuations. We carefully check pricing and product specifications, but occasionally errors can occur, therefore we reserve the right to change both without notice. We are not responsible for customer pricing errors to their end user. Some products listed may be non-stock items.

Order Placement

All orders must meet or exceed a \$100.00 net minimum. A \$25.00 handling charge will automatically be added to any order if it does not meet the requirements set out above.

When placing verbal orders over the telephone, Omcan is not responsible for verbal misunderstandings or mistakes

Please contact us immediately if you would like to cancel or modify an order. If an order is already processing in our warehouse and being packed to ship, we cannot guarantee that the order can be canceled or modified. In order to maintain accuracy and efficiency in our order process, we are unable to alter any orders after they have been placed. If you would like to add to or modify your order in any way, please contact Customer Service to cancel the order so you can reorder exactly what you need.

Our warehouse works in the evening to package orders, ensuring shipments early the next day. If an order is packaged to ship in the evening the order is not able to be canceled. If we cannot cancel an order because it has already shipped from our warehouse, please see our returns procedures.

Freight

All items shipped are subject to Declared Value. To decline the Declared Value on your shipment, it must clearly be indicated on your purchase order. By declining the Declared Value, the buyer must supply their carrier's account number as the order will be shipped 3rd party. The buyer assumes all responsibility for the shipment once it has left our warehouse. Shortage or damage in shipment does not excuse the buyer from timely and full payment of the invoice.

Unless we are advised otherwise, back orders will be shipped when the product arrives. If early shipment is requested, then freight charges become the customer's responsibility. On prepaid shipments, Omcan retains the right to choose the carrier. Split shipments or back orders are not allowed on prepaid orders. Should the customer request a split or partial shipment, freight charges then become the customer's responsibility. Any accessorial freight charges are not included in prepaid shipping.

Certain Items are required to be shipped on a pallet due to weight, size, product type, and packaging constraints. Items of this nature are indicated in the Price List with a Delivery Truck Icon. 

Freight Claims

Upon receipt of an Omcan shipment, please inspect for external damage. If no damage is evident on the external packaging, open carton to ensure all ordered items are within the box, and that there is no concealed damage to the

item(s). If the package has suffered rough handling, bumps or damage (visible or concealed), please note it on the bill of lading before accepting the delivery and contact Omcan within 24 hours, so we may initiate a claim with the carrier. A detailed report on the extent of the damage caused to the item(s) must be filled out within three days from the delivery date shown in the shipping documents.

Omcan has no recourse for damaged products that were shipped collect or third party. In the event of a shortage, or if damage is detected on a collect or third party shipment, notify the delivering carrier at once to request an inspection and file a claim promptly. Any delay may cause you a loss. Shortage or damage in shipment does not excuse the buyer from a timely full payment of the invoice. We cannot reimburse claims for shortages or delays caused by the carrier responsible. By signing your name on the delivery receipt without noting any damages, you are stating that you have received your shipment in acceptable condition.

Packaging

Omcan reserves the right to package items in what it deems to be the most suitable, safe and economic manner. Packaging dimensions may not accurately represent final shipping dimensions.

Taxes

Taxes are charged as required by local or federal law.

Payment Terms

Full payment is due net 30-days for credit approved accounts. Accepted payment methods include cash, check, and wire transfer. Payment by Visa, MasterCard and American Express are accepted for prepayments or for net 10-day terms. Credit card payments will not be accepted for amounts over \$3000.00. Accounts without terms are subject to payment in advance, until credit approval has been granted and accepted. All products, are F.O.B. one of Omcan's North American regional distribution centers. International orders are accepted against checks in advance and wire transfers only.

Returns

Returns will not be accepted unless approved in writing. Minimum return amount of \$100.00 list. Returned goods must be received back to Omcan within 30 days of purchase. To obtain a return authorization, please call 1-800-465-0234. All authorized returns must be shipped freight prepaid. A restocking charge of 35% will apply to unused products in their original packaging. Return of used products is subject to inspection and a restocking charge of 50% or more may apply. Special order, clearance, parts, demo items, vacuum pack bags, or non-standard items are not returnable.

In order to improve our efficiency, Omcan will call or email our customer advising the cost of the repair or requesting instructions on how to return the machine. After three attempts to contact our customer, the following terms will apply:

Timeframe

Days after contacting customer with quote for repair	Storage Fee
0-7 days	No charge
7-60 days	\$25
60 days	Dispose of machine / Omcan property

Omcan contacts customer with phone call and follow up with email, after repair or with quote.

Warranty

Omcan provides warranty against all defects of material and manufacturing, as well as for defective assembling, for all the products that we sell.

The warranty periods vary based on our product categories.

Product Category	Warranty Period
Electrical and Gas equipment	1 year parts and labor
Refrigeration (Items will be identified in the catalogue their warranty period)	- 1 year parts and labor and 5 years parts only on the compressor - 3 years parts and labor and 5 years parts only on the compressor
All Demo or Used Electrical Equipment	30 days
Non Electrical Equipment	6 months
Utensils, Supplies and Smallwares	30 days
Knives	Limited Lifetime Warranty

For more information, visit www.omcan.com.

Omcan offers an extended warranty on all our machines; please contact your local sales rep or customer service for more information.

Omcan will provide our customers or end users with onsite warranty coverage on all equipment in excess of 115 pounds / 52 kilograms. For lighter products, Omcan will provide carry in bench warranty. Bench warranty means that the product must be dropped off or delivered to us, or to one of our authorized service centers (at Omcan's discretion), freight prepaid, for warranty evaluation. We will not accept COD or collect shipments.

Conditions of Omcan Warranty:

1. A copy of the Bill of Sale and/or serial number is required for all warranty claims.
2. The on-site warranty applies to regular week day hours. Costs associated with holidays, weekends, evening or rush service calls will be the responsibility of either the end user or Omcan dealer.
3. Remote geographic locations may limit guarantee to a parts only warranty. Labor, travel and mileage covered under warranty include straight time labor charges and travel charges within 100 miles / 160 km, roundtrip. Overtime, premium labor charges and travel charges in excess of this round trip distance will not be covered by OMCAN and will be the responsibility of the person or firm requesting the service.
4. There is no on-site warranty for residential addresses (unless specified differently).
5. Warranty is void for all items sold outside of the USA or Canada.
6. Omcan reserves the right to either repair or replace a product at our discretion.
7. This warranty does not apply to abuse, willful or accidental damage, or to products used for other than their intended purpose.
8. Any tampering or modifications to any products automatically cancels the warranty guarantee. Items not covered by our guarantee include components which are subject to natural wear and tear. Products subject to abuse, misapplied, misused, subjected to harsh chemical action, or external causes such as electric power fluctuations or poor water quality, field modified (without the approval of Omcan), improperly installed or maintained, damaged by flood, fire or other acts of God, or which have altered or missing serial numbers automatically void warranty.
9. This warranty is not transferable and is limited to original installation of equipment sold by Omcan for the original user.
10. This warranty does not apply to any equipment that has not been installed in accordance with the directions published in the appropriate installation and operation manuals.
11. If the equipment have been changed, altered, modified or repaired with parts not authorized by Omcan or by a non-qualified Service Technician, then Omcan shall not be responsible for warranty claim.
12. Adjustments such as calibrations, leveling, tightening of fasteners or utility connections normally associated with original installation are the responsibility of installer and not that of Omcan. Regular maintenance, such as cleaning, greasing, de-scaling, tightening, sharpening, or anode parts shall be the responsibility of the customer.
13. If required by Omcan, customer shall return to Omcan for examination of any failed product or part to confirm that the part has failed as a result of material or workmanship.
14. All parts orders are shipped via ground courier only. Extra rush shipment charges will be the responsibility of the end user or dealer
15. Dealers and end users should not replace or authorize repair of Omcan equipment without an approved return authorization number. Cost incurred in such repairs will be at the dealers or end user's expense.
16. For an end user onsite service call, Omcan will require a credit card pre authorization, until the technician determines it is a warranty repair.

This warranty and the liabilities set forth herein are exclusive and in lieu of all of their liabilities and warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for particular warrantee purpose and constitutes the only warranty of Omcan. Omcan's liability on any claim, including but not limited to negligence, shall not exceed the price of the equipment that gives rise to the claim.

The foregoing warranty is the entire warranty of Omcan. Omcan neither assumes nor authorizes any other person, purporting to act on its behalf, to modify or to change this warranty, or any other warranty or liability concerning Omcan equipment. This warranty provides the exclusive remedy against Omcan relating to all Omcan products, whether in contract or in tort or under any other legal theory, and whether arising out of warranties, representations, instructions, installations or defects from any cause. OMCAN shall not be liable, under any legal theory, for loss of use, revenue or profit, or for substitute use or performance, or for incidental, indirect, or special or consequential damages or for any other loss of cost of similar type. The liability of Omcan is limited to the repair or replacement of any part found to be defective.