TERMS & CONDITIONS OF SALE **BAXTER**

This limited price catalog is for making a quick, accurate selection of the correct equipment and prices for orders and quotations. It includes data on the most popular equipment configurations and related accessories.

Refer to your Baxter catalog and spec sheets (available at www.baxtermfg.com) when more detailed information is required. Please do not hesitate to call your local Baxter/Hobart representative or Customer Care Department if you need further help.

QUOTATIONS

Written quotations are only valid in writing and for 30 days from the date of the quotation. All quotations are subject to change or withdrawal without prior notice to purchaser.

REQUIREMENTS FOR PROCESSING QUOTES:

- 1) End User information (name, city, state, and zip code).
- Machine specifics such as door hinging, voltages, direction of operation, and serial numbers for replacements, if available.
- 3) Complete Specs, drawings, consultant contact, and coversheet(s).

TO ASSURE PROMPT HANDLING OF YOUR ORDER, INCLUDE COMPLETE DATA ON THE FOLLOWING:

Complete "Ship To" address, which must include a contact's name and phone number for delivery appointment.

"Want-date" indicating when the equipment is to be delivered to the ship-to-address.

End user's name and address (unless equipment is being ordered for display plan/stock plan dealership).

PO REQUIREMENTS FOR PROCESSING ORDERS:

- 1) Your company information (logo) and individual placing the order.
- 2) Bill to information (if different).
- 3) Purchase order number.
- 4) Pay terms If unknown please contact Kim Ellis in credit services for your terms.
- If the Purchase Order is from a quotation, please reference the quote reference number and date of quote or attached a copy of the quotation.
- 6) Complete ship to address is with contact name and number if drop shipped.
- 7) Need by Date This is the date you wish the order to arrive at your location.
- End-user address to include Country of Final Destination if outside of the US (unless equipment is being ordered for display plan/ stock plan dealership).
- 9) Freight terms.
- 10) Special marks or ship instructions.

- 11) Detail product information Model number, voltage, special features, and accessories.
- 12) Promo number if applicable.
- 13) Agreed upon price if other than Dealer Net.
- 14) Identify your customer's type of business by assigning a Market Segment Model. This information will be very helpful in future product offerings and will not be shared with any outside companies.

SPECIFICATION DATA REQUIRED:

For ALL Machines Model Number Electrical Spec Accessories

ORDER ACCEPTANCE POLICY:

Baxter's acceptance of any purchase order containing any term, provision or condition which is inconsistent with any of the provisions herein shall be of no force and effect and shall not be binding upon ITW Food Equipment Group, LLC.

FREIGHT CLAIMS INFORMATION:

AT TIME SHIPMENT IS RECEIVED:

- Observe entire shipment for visible damage and correct amount of pieces. Make notation of shortage or damage on all copies of the freight bill.
- Count and Sign for the number of pieces
- Unpack cartons immediately to check their contents for possible damage.
- Notify Customer Care at (800) 333-7447 of any damages.

CONCEALED DAMAGE, NOT VISIBLE AT TIME OF DELIVERY:

- Call the carrier's local terminal immediately to report (note time/date and who you spoke to).
- Carrier must be notified within 5 business days of receipt.
- Keep all original packaging materials for inspection.
- Do not move from delivery location, modify, or install equipment.
- Notify Customer Care at (800) 333-7447.

Unless customer has made third-party transportation arrangements, Baxter will initiate the carrier claims process once the damage has been assessed and any inspections completed.

BAXTER SHIPPING INFORMATION:

All machine prices herein are F.O.B. shipping point, shipping charges prepaid and add.

For customer initiated reconsignment, a \$250 reconsignment fee is applicable for each shipment destination.

Customer responsible for shipping charges from US West Coast for Alaska and Hawaii. Always specify your forwarder to be used and give complete address of the forwarder.

Accessory only orders are F.O.B. shipping point, shipping charges prepaid and add.

State and local taxes are not included in the price.

CONDITIONS FOR EXPORT:

PRICING

Baxter reserves the right to apply additional charges for equipment for specifications other than those stated in this price book. Please contact Export Customer Care at telephone (937) 332-2096 or fax (937) 332-2976 for details.

COUNTRY OF DESTINATION

Baxter reserves the right not to sell specific products for export if after-sales service cannot be provided in the country of destination. Please contact Export Customer Care at telephone (937) 332-2154 or fax (937) 332-2976 for details.

EXPORT CONTROL STATEMENT

ITW Food Equipment Group complies with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act including the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR). All business with ITW Food Equipment Group must comply accordingly.

COMPLIANCE WITH LAW

Customer shall comply, and shall assist ITW FEG in its efforts to comply, with all statutes, laws, rules and regulations of the Unites States (federal and state) and any other countries which may be applicable to Customer, ITW FEG and/or the activities contemplated under this Agreement, including without limitation the United States export controls, the United States Foreign Corrupt Practices Act and the United States anti-boycott laws. Customer shall not take or fail to take any action that would cause ITW FEG to be in violation of any such statute, law, rule or regulation.



Orting, WA 98360

FOR PRODUCT LITERATURE PLEASE VISIT www.baxtermfg.com AND CLICK THE SIGN-IN LINK AT THE TOP OF THE PAGE. PRODUCT LITERATURE IS AVAILABLE ON-LINE 24/7 FOR YOUR CONVENIENCE.

