



IRINOX North America Terms and Conditions Commercial Policy

Effective January 1, 2026

For IRINOX Dealer Partners Only



Company Contact Information

Business Address & Primary FOB Ship Point:

IRINOX North America, Inc.
9990 NW 14th Street, Suite 107
Doral, FL 33172

Phone: (786) 870-5064

Toll-Free: 1-844-IRINOX1

Website: www.irinoxprofessional.com/usa

- Technical Support: service@irinoxnorthamerica.com
- Parts Contact: parts@irinoxnorthamerica.com
- Shipping Contact: shipping@irinoxnorthamerica.com
- Accounting Contact: accounting@irinoxnorthamerica.com
- Purchase Orders: orders@irinoxnorthamerica.com
- General Information: customersupport@irinoxnorthamerica.com

- (a) "Seller" means IRINOX NORTH AMERICA INC, its affiliates, parent company and subsidiaries ("IRINOX") with principal place of business at 9990 NW 14th Street, Suite 107, Doral, FL 33172.
- (b) "Buyer" means the purchaser identified in the purchase order or invoice for IRINOX products.
- (c) "Products" means the equipment, tools, or devices sold under this Agreement.



These Terms and Conditions ("Terms") govern the sale of all IRINOX products ("Products"). Any acceptance by Buyer is expressly limited to these Terms, and any additional or conflicting terms proposed by Buyer are hereby rejected unless agreed to in writing by Seller. All proposals for sales of Products shall be deemed a Purchase Order ("Order") when the Buyer signs it and pays the deposit specified therein, if any. These Terms shall apply to all sales of Products by IRINOX North America, Inc. By placing any order for Products, Buyer agrees to be bound by these Terms. Any other terms or conditions which may at any time be indicated on any particular order from or otherwise (whether oral, typed, written, or printed) shall be null and void and of no effect unless expressly accepted in writing by an authorized officer of IRINOX.

Except for such express written warranties as may be made by IRINOX to buyer, IRINOX makes no warranty or representation, express or implied, with respect to the products, including, without limitation, any warranty of merchantability or fitness for any particular purpose. Moreover, any written warranty made by IRINOX to Buyer with respect to any Products does not apply to bulk products or occasional stock.

Buyer takes full and complete responsibility for ascertaining whether the Products meet the requirements of or are suitable for Buyer's intended use, regardless of any suggestion or direction given by IRINOX with respect to the Products or the use thereof. Under no circumstances does IRINOX make, or shall IRINOX be deemed to have made, any warranty or representation, express or implied, with respect to match or with respect to the uniformity or any other aspect of the color, tone or shade of the Products, or with respect to the conformity of the Products to the color, tone or shade of any



sample. Buyer acknowledges that variations in color, tone and shade are characteristics of the Products and are inherent and unavoidable, and that IRINOX's samples are only approximations of the Products, and only intended to give Buyer a general idea of the Products.

In particular, and without limitation, under no circumstances does Seller make, or shall Seller be deemed to have made, any warranty or representation, express or implied, by reason of any statement, description or illustration in any brochure or other literature or by reason of having furnished a sample of any Merchandise.

Non-Warranty Parts Support:

IRINOX North America, Inc. is responsible for non-warranty replacement parts distribution. For non-warranty parts on your commercial blast chillers or shock freezers, please contact our parts department at (786) 870-5064 ext. 2 or by email at parts@irinoxnorthamerica.com

Standard Discount:

The standard national discount for all dealers is set at 30% off our List Prices as published on AutoQuotes.



Additional Discount Incentives:

Additional dealer discount protection is exclusively determined by IRINOX, based on the case scenario presented to IRINOX's Leadership, Directors, or Regional Sales Manager, and must be discussed before any formal quoting phase. Protection is not applicable for ALL BIDDERS' quotations, and all dealers will be quoted 30% off list prices as published on AutoQuotes. A dealer activity sheet must also be provided for additional discount justification with every purchase order.

E-Commerce

Foodservice equipment dealers with an e-commerce presence are required to sign and return IRINOX North America's Minimum Advertised Price (MAP) Policy Agreement before publishing any pricing information online. Compliance with this policy is mandatory for all online pricing displays.

Standard Payment Terms:

Net 30 Days Invoice Date (upon credit approval only). IRINOX North America reserves the right to require a deposit on any orders. For program dealers, late payments will result in rebate forfeiture for that order and/or reduction or elimination of rebate program(s). Payments must be received by IRINOX North America within the stated 30 days. ACH or wire transfer is encouraged to avoid any late payment or rebate deductions.



Freight Program:

Unless otherwise expressly agreed in writing, IRINOX shall prepay freight charges and add such charges to the final invoice. Customers electing to ship using their own carrier or routing instructions shall be deemed to have selected third party shipment. Prepayment and invoicing of freight charges by IRINOX does not constitute assumption of risk of loss, which shall pass to the consignee upon tender of the goods to the carrier.

Third Party Shipments:

For all third party shipments, the Dealer or Customer shall be solely responsible for providing routing instructions, arranging pickup, and submitting a copy of the carrier's Bill of Lading (BOL) to IRINOX.

IRINOX will notify the Dealer or Customer when the goods are ready for pickup. Pickup must occur within five (5) business days from such notice. If the goods are not picked up within this period, IRINOX may issue the final invoice and reserves the right to assess reasonable storage and handling fees until pickup occurs.

Regulatory Compliance Disclaimer

IRINOX makes no representations about the compliance of its products with US, state, and local regulations, and the purchaser of its products is ultimately solely responsible to ascertain whether the intended use of IRINOX products is consistent with the laws within the final jurisdiction of destination.



Additional Service Incentives:

- If requested, IRINOX will provide one (1) free chef product training on all new MultiFresh® NEXT Reach-in and MultiFresh® MyA Roll-in models.
- Phone assistance for control menu navigation on all EasyFresh reach-in models and CP holding cabinets.

Factory Start-Up Policy Change (Roll-In Units Only)

Effective January 1, 2026, IRINOX North America will no longer provide complimentary factory on-site start-up services for roll-in models.

This change applies exclusively to IRINOX roll-in units.

Reach-in models are not affected and remain subject to existing service support offerings.

Installation & Start-Up Responsibility (Roll-In Units Only)

For all roll in units, the Purchaser, Buyer, Owner, and or End User shall have the sole and exclusive responsibility for ensuring proper installation and start-up of the equipment in accordance with IRINOX installation instructions, technical specifications, and all applicable local codes and regulations. Dealers are required to clearly inform the Buyer that one of the following installations and start-up options must be selected.

Option 1 – IRINOX Factory-Authorized Service Agent

The Buyer may elect to retain an IRINOX factory-authorized service agent to perform the installation of the roll-in unit. In such case, start-up and commissioning services are included in the installation scope and fee and shall be performed exclusively by the IRINOX factory authorized service agent. All installation and start-up activities must be completed in full compliance with IRINOX technical documentation, installation manuals, and service requirements.

The Buyer may use an IRINOX factory-authorized service agent to perform installation and start-up of the roll-in unit.

All work must be completed in accordance with IRINOX installation requirements and technical guidelines.

Option 2 – Customer-Selected Service Company (IRINOX Paid Support Required)

- The Buyer may elect to use a service company of its own choosing. In such case, the following conditions shall apply: IRINOX Service Department must be notified in advance.
- A mandatory IRINOX service fee will apply, based on the roll-in model purchased:

<u>Roll-In Model Type</u>	<u>Factory Support Service Fee</u>
1T	\$2,500 USD
2T	\$3,000 USD



<u>Roll-In Model Type</u>	<u>Factory Support Service Fee</u>
3T	\$3,500 USD
4T	\$4,500 USD

- A fixed travel expense fee in the amount of \$1,000 USD shall be invoiced.

All applicable fees must be paid in full prior to scheduling any service activity or engagement.

Important Dealer Notice

- Factory start-up is not included with the sale of roll-in units.
- Dealers are responsible for ensuring customers understand this policy prior to order placement.
- Any on-site support, validation, or involvement by IRINOX Service is subject to availability and prior approval.

No Implied Services

Unless expressly agreed to in writing and executed by a duly authorized officer of IRINOX North America, no factory start-up on site commissioning, installation, or related services are included with the purchase of roll-in equipment, nor shall any such services be implied or inferred.



Installation Responsibility Statement

The customer and or end user shall have the sole and exclusive responsibility to ensure that the installation of the unit is performed in full by a qualified and duly licensed installer, whether an electrician, refrigeration contractor, or other third party service provider, in accordance with all applicable technical specifications, installation manuals, and local codes.

Such responsibility expressly includes, without limitation, completion of all electrical connections, refrigeration connections where applicable, commissioning, functional testing, and verification that the unit is fully operational prior to handover to the end user or operator.

IRINOX shall not be liable for, and expressly disclaims any responsibility arising from, incomplete or improper installations, incorrect wiring, failure to complete commissioning activities, or any omission or deficiency attributable to third party installers or contractors engaged by the customer or end user.

Any failure by the installer to deliver a complete and fully functional installation shall remain the sole responsibility of the customer and or end user and shall not create any obligation, liability, or remedial duty on the part of IRINOX beyond those expressly set forth in the applicable warranty and contractual documentation.



Pre-installation Consultation and Site Survey:

A pre-installation consultation and site survey (not included in the cost of the unit) are recommended to be scheduled with an IRINOX representative and the licensed refrigeration installation contractor to ensure thorough resource planning and a careful analysis of logistical requirements.

Force Majeure

IRINOX shall not be liable for any loss, damage or delay arising out of its failure to perform hereunder due to causes beyond its reasonable control, including without limitation, acts of God or the Buyer, acts of civil or military authority, fires, strikes, floods, epidemics, pandemics, quarantine restrictions, war, riots, delays in transportation, or transportation embargoes. In the event of any such delay, IRINOX's performance date(s) will be extended for that length of time as may be reasonably necessary to compensate for the delay.

Choice of Law and Forum

These Terms and any sale of IRINOX Products are subject to the law of the State of Florida, without any reference to the conflict of laws thereof. Any action brought on or with respect to the purchase and sale of the Products or any other document executed in connection herewith or therewith shall be brought only in a court of competent jurisdiction in Miami Dade County, Florida. By signing these Terms Buyer (a) consents to jurisdiction in the State of Florida, County of Miami Dade; (b) waives any objection to venue; (c)



waives any objection that the courts of Miami Dade, Florida are an inconvenient forum; and waives its right to a jury trial. **The right to a trial by jury is expressly waived to the fullest extent permitted by law.** In the event IRINOX institutes proceedings to collect any amount owed by Buyer, or to enforce any right hereunder, including enforcement of any security interest granted to IRINOX, Buyer shall reimburse IRINOX for all costs incurred in such legal proceedings, including reasonable attorney fees.

Spec Credit Agreement:

Upon securing a new specification for IRINOX with a design consultant, design-build dealer, or individual key account, the Spec Credit Agreement must be completed and promptly submitted to:

Christopher De La Noval (cdelanoval@irinoxnorthamerica.com), Tatiana Borrero (tborrero@irinoxnorthamerica.com).

Note: Representatives promoting or encouraging the use of IRINOX with specific end users in their territories, potentially resulting in an "out-of-state" consultant specification, are encouraged to submit this spec credit before a project goes out for bid.

Spec Credit Agreements do not live in perpetuity and will automatically expire **18 months** after the filing date if no Purchase Order has been received or in the absence of any activity. To maintain spec, the representative should provide continuous activity in their monthly sales funnel due on the 5th of each month. IRINOX North America reserves the right to request documentation regarding the activity of this account between Rep and end user, dealer, designer, or consultant.



IRINOX North America Loaner Unit Terms for Potential Chains:

- IRINOX provides units for product testing purposes at chain account research and development (R&D) kitchens or training facilities under a 30-day loaner agreement.
- The freight costs for shipping these test units to and from Miami, Florida, will be invoiced and are required to be paid in advance.
- Upon completion of the test period, these loaner units can either be purchased at a pre-approved special rate or returned in their original commercial crating, fully secured and sealed, with prior authorization from IRINOX.
- Loaner units that are damaged due to misuse by the operator will not be eligible for return and will become the financial responsibility of the end user, who must then pay the full amount to IRINOX.
- IRINOX maintains the right to terminate this loaner program at any time at our discretion.

Defective Return Policy - Effective January 1st, 2026:

- **Restocking and Return Shipping Fees:**

- Returns of **standard** configuration reach-in units are subject to a **25%** restocking fee, while **standard** configured roll-in units incur a **30%** fee, both based on the invoiced price. Any **non-standard** reach-in and or custom roll-in unit will have a **50%** restocking fee if cancelled and or returned after or prior to delivery. Additionally, return shipping fees must be paid in advance. If returned, equipment is damaged or used, further deductions or charges may be applied to cover any loss or damage incurred during the end user's possession or the return shipment.

- **Free Return Shipping for Eligible Returns:**

- For items eligible for replacement, IRINOX provides free return shipping labels for the return of the same item within the return policy period. Restocking fees and return shipping costs are waived for returns due to factory defects, receipt of the wrong item, discrepancies between the received item and its depiction on IRINOX's website or the AutoQuotes digital application, or other shipping errors by IRINOX, provided the return complies with our Return Policy and is within the return period.

- **Restocking Fees for Unopened Returns:**

- For unopened items returned in their original condition within the return policy period, IRINOX applies restocking fees, and customers are responsible for any return shipping costs. In cases where a returned product is not defective, matches the description on the website, or there's a perceived misuse of IRINOX's client satisfaction guarantee, IRINOX reserves the right, at its sole discretion, to refuse a refund, return, or exchange.

IRINOX North America Return Policy:

All IRINOX equipment may be returned if requested and approved by IRINOX North America, no more than 7 days from the date of receipt on the bill of lading for a refund or credit. Refund or credit may be reduced by shipping and handling fees and any applicable restocking fees.

Refund Policy:

- **Full Refunds:** Defective or wrong items through no fault of your own, and items that did not match what was shown on the Site.
- **Partial Refunds:** Unopened stock items returned in the original condition as shipped.
- **No Refunds:** Non-defective items returned unopened and outside the return policy period, and items not in their original condition, damaged, missing accessories, or showing obvious misuse.

Advertising/Promotional Funds Policy - Effective January 1st, 2026:

- Beyond participation in major industry exhibits, IRINOX NORTH AMERICA has limited provisions for providing additional advertising or promotional funding.
- Representatives can request funds for expenses such as print ads, store displays, regional trade shows, etc., subject to IRINOX NORTH AMERICA's discretion.
- Management will review, analyze, approve, and allocate all promotional funds.
- Representatives must submit a request for funds in advance before the end of each calendar year.
- The cost of participating in regional shows can be offset by shipping "free" equipment instead of a cash remittance, encouraged by IRINOX.
- All events and/or advertising requests must have prior written approval from senior management.
- All claims must have documentation showing proof of performance.
- All claims must be submitted within sixty (60) days following the conclusion of the promotion and/or ad.
- All claims will be paid by credit memo; no checks will be issued.