



SRC Refrigeration
 6620 19 Mile Rd
 Sterling Heights, MI 48314
 (800)-521-0398 FAX (586)-254-0485
www.screfrigeration.com

SALES AGREEMENT 113452

VERSION # 3
 DATE 8/1/2024
 QUOTE EXPIRES 8/16/2024

BILL TO
 River Saint Joe Brewery
 15475 Walton Rd.
 Buchanan, MI 49107

SHIP TO
 Will Advise Once Provided
 , MI

MODEL WSK - SRC Series IV Walk-In Keg Cooler
SIZE Per Drawing

Quantity	Description
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SRC Cabinet Features Include

4" thick PPC© (Premium Panel Construction) high-density extruded insulation cooler panels; exceeds EISA energy standards. PPC© eliminates need for perimeter wood framing providing higher R-value Panels include National approvals - UL-NSF Approved / Smoke & Flame Spread per ASTM E84 testing Premium "white" metal finish in/out (no extra charge)

Internal cam locking ceiling to wall system for a moisture proof tight seal - helpful with tight overhead installations

Floorless construction in cooler (flat bottom); floor insulation if required by others.

- | | |
|---|---|
| 1 | 36"x78" UL approved "Super-Door" package (normal temp).
Flush mount door
34" net opening
UL approved Energy saving vapor proof CFL lamp pre-wired to exterior switch
Easy to read dial thermometer
3 heavy duty chrome cam lift self closing hinges, with additional self actuating door closure
Dart mount magnetic door seal gaskets for a firm tight door seal
36"H Aluminum diamond tread kick plates on lower portion of door (interior & exterior)
Floorless construction in cooler; NSF Vinyl floor screed supplied in standard lengths. |
|---|---|

Total Price Of Above Material (Pick-Up At SRC)		\$ 7,290.00
Terms	50% Deposit; Balance Due 1 Week Prior to Shipping	
Delivery	Approx 5-6 Weeks; Sooner If Possible (Scheduling Team Will Send Dates - COVID - 19 Delays Possible)	
	MI State Sales Tax Included in above amount	\$ 412.62
Quantity	Additional Optional Items	

SRC Sales Tech Gary Shako
 Thank you for your business!



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Shipping Information:

Cooler panels ship from Michigan via common carrier.

Refrigeration components and display doors ship via common carrier. Common carrier truck drivers are not required to unload freight. You will be responsible to receive and inspect your equipment. If you discover any damage, it will be necessary to report it on the freight bill you sign. Call SRC Logistics Department at 800-521-0398 for details.

Exclusive SRC Customer Benefits:

- Complete custom drawing package for owners approval provided upon receipt of deposit
- SRC Refrigeration will provide required voltage, amperage & wire diagrams for electrician's use at time of order.
- All required electric connections by others unless shown above.
- Detailed CAD (showing panel layout - shipped with cooler) provided for future expansion
- Compressor warranty certified will be mailed upon receipt of final payment
- Product warranty certificates enclosed with acknowledgement of order
- Environmentally safe materials used in insulation and compressors
- SRC Refrigeration works with a multi-source network of vendors insuring your delivery date is met

EISA Compliance:

All walk-in panels manufactured by SRC Refrigeration are compliant with the Federal Energy Independence & Security Act of 2007 (public law110-140) Title III; section 312, regarding walk-in coolers and freezers. It is the customer's responsibility to specify EISA compliant equipment for vendor supplied items (refrigeration system components, electrical accessories, strip curtains, etc.)

Additional Product Notes:

Unless otherwise shown above, refrigeration systems have been designed for normal holding temperatures only. Product load, usage, ambient conditions above 95°F, personnel, box and compressor location can affect sizing. Please advise SRC Refrigeration if special requirements apply.



Decide with Confidence:

SRC REFRIGERATION SALES AGREEMENT TERMS AND CONDITIONS

PROJECT # 113452 VERSION # 3

ACCEPTANCE Buyer accepts these terms and conditions by signing below. If Buyer fails to execute the Sales Agreement, then Buyer will be deemed to accept by paying any portion of the sales price.

ENTIRE AGREEMENT This document, together with any attachments, constitutes the entire agreement between the parties and supersedes all prior agreements: no understanding, modification, trade custom or prior course of dealing at variance with these terms and conditions will bind SRC. This document may only be amended in writing signed by both parties.

PRICE PROTECTION SRC reserves the right to correct typographical errors in the quoted prices at any time. In the event of significant price increase of material, equipment or energy occurring during the performance of this sales contract through no fault of SRC Refrigeration, the Contract Sum shall be equitably adjusted by a Change Order.

DAMAGE DURING DELIVERY Buyer assumes all risk of loss once the Goods are delivered to a delivery carrier. Buyer agrees to look exclusively to the delivery carrier for damages that occur during delivery.

C.O.D. Buyer must pay the outstanding balance of the sales price upon delivery. All payments must be made with cash or certified funds. SRC will not accept a personal or business check.

DELAY IN PERFORMANCE SRC will exercise its best efforts to manufacture and install the Goods in a timely manner, but Buyer acknowledges that the estimate of shipment and delivery is approximate only and SRC shall have no liability for loss of use or for any direct, indirect or consequential damages resulting from any delay in shipment or delivery. SRC is not responsible for any delay, failure or omissions due to any cause beyond its control, such as labor strikes, shortage of materials, inclement weather, interruption in electrical service, acts of God, war or similar events.

INSPECTION Buyer must inspect the Goods upon delivery and provide SRC with written notice of any defects. Otherwise Buyer waives its right to object to the condition of the Goods. If Buyer is unable to accept any portion of the delivery of Goods on the shipping date, storage may be provided for a period of thirty-days. Additional cost will be added in the event the shipment doesn't occur during this grace period. The rate will be set by the standard external storage rate plus an administrative charge.

CLEARED AREA/DEBRIS Buyer agrees to clear an area where the Goods are to be installed. All shipping debris to be disposed of by customer.

INSTALLATION AREA The Goods are designed to operate on a smooth, level, immovable surface. An unlevelled floor or shift in the structure housing the equipment may cause an errant door alignment or seal, panel separation or equipment malfunctions. SRC will not be liable for any damage associated with an unlevelled surface or structural movement.

MECHANICAL REQUIREMENTS Unless stated otherwise, Buyer is responsible for all utility services such as electrical connections, water lines and approved drainage, roof penetrations for outdoor motors and must secure all necessary tradesmen required for the installation of the goods.

PERMITS Buyer is responsible for obtaining all permits for the installation or operation of the Goods.

TAXES Federal, state and local taxes (unless otherwise shown on this document) are not included and are Buyer's responsibility. SRC may bill Buyer separately at any time for any such charge as SRC may be requested to collect or pay.

INITIAL USE The Goods must be operated for at least 48 hours prior to placing any product in the unit. Buyer should thoroughly review all equipment manuals and instructions and contact SRC with any questions.

POTENTIAL FOR MOLD SRC IS NOT RESPONSIBLE FOR MOLD ACCUMULATION OR DAMAGE RESULTING FROM MOLD IN, ON OR AROUND THE COOLER OR ITS CONTENTS OR FOR ANY PERSONAL INJURY CLAIM DUE TO EXPOSURE TO MOLD.

ADDITIONAL CHARGES In addition to the outstanding balance of the sales price, Buyer agrees to pay the following prior to delivery:

Any actual costs SRC incurs transporting or storing the Goods if Buyer fails to pay the outstanding balance upon delivery or the Goods cannot be installed for any other reason outside the control of SRC, its agents or subcontractors;

Any actual costs SRC incurs if the Goods cannot be installed due to Buyer's error, omission or lack of preparation of the installation area;

A commercially reasonable charge for deliveries outside the continental United States, which includes ocean freight, documentation, port and tariff charges;

A commercially reasonable charge for deliveries or installation requested outside the normal business hours (Monday-Friday, 8:00 a.m.-5:00 p.m.) or requiring a specific start or stop time;

A commercially reasonable charge for additional equipment or labor required to handle stairways, inadequate door openings, structural obstacles or long delivery routes when direct access to installation site is not available; and

A commercially reasonable charge for removal of crating and packing materials if requested by Buyer.

A service charge on any unpaid balance beyond terms from the date of the invoice at the rate of 1.5% per month (18% per annum) or the maximum rate allowed by law if less than 1.5% per month.

LIMITED WARRANTY: THERE IS NO WARRANTY OF MERCHANTABILITY OR WARRANTY THAT THE GOODS WILL BE FIT FOR A PARTICULAR PURPOSE. BUYER AGREES THAT ITS WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THE SALES CATALOGS FOR GOODS ACTUALLY PURCHASED. EXPRESS WARRANTIES EXTEND ONLY TO THE BUYER AND AUTOMATICALLY TERMINATE UPON TRANSFER OF BUSINESS OR GOODS, UNLESS SRC AGREES OTHERWISE IN WRITING.

WAIVER OF WARRANTY: ALL EXPRESS WARRANTIES ARE AUTOMATICALLY WAIVED IF BUYER ATTEMPTS TO REPAIR THE GOODS, EITHER PERSONALLY OR THROUGH ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS, WITHOUT FIRST PROVIDING SRC WITH NOTICE OF THE MALFUNCTION AND A REASONABLE OPPORTUNITY TO REPAIR.

BUYER'S REMEDY: BUYER'S SOLE REMEDY IS FOR SRC TO REPAIR DEFECTIVE GOODS AND REPLACE THE SAME IF REASONABLE REPAIR EFFORTS FAIL, OR OTHERWISE, AT SRC'S OPTION, TO REFUND THE PURCHASE PRICE. BUYER ALSO AGREES THAT SRC SHALL NOT BE RESPONSIBLE FOR BUYER'S CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BY WAY OF EXAMPLE ONLY, REPAIR OR REPLACEMENT COSTS THROUGH ANYONE OTHER THAN SRC, LOSS OF ANTICIPATED PROFITS, LOSS OF PRODUCT, PUNITIVE/EXEMPLARY DAMAGES OR NON-ECONOMIC DAMAGES.

GOVERNING LAW: Michigan law shall govern any dispute between the parties pertaining to this document or the Goods.

JURISDICTION: Any dispute between the parties involving this document or the Goods shall be filed in Macomb County, Michigan.

SRC'S DAMAGES: SRC shall receive actual, consequential and incidental damages, costs, interest and attorney fees if Buyer violates these terms and conditions. Should the Buyer's account become delinquent, SRC may cancel all credit privileges and begin collection efforts. In the event collection efforts become necessary, the Buyer agrees to pay any and all costs including but not limited to: interest, late fees, collection agency fees, reasonable attorney fees and court costs.

CANCELLATIONS: Buyer agrees to pay 25% of sales price on stock items & 50% on custom orders, plus freight charges, if any order is canceled.

SUBROGATION CLAUSE: Buyer agrees to purchase and maintain insurance which permits a waiver of liability and contains a waiver of subrogation. If Buyer has an insured loss, then Buyer agrees to release Seller and its agents for any claim for such loss to the extent of any recovery under its insurance even if Seller's goods or workmanship may have caused or contributed to the loss.

ACCEPTED BY:

SIGNATURE	
COMPANY	Date