



# **Mr Winter Walk-in Coolers & Freezers**

## **Terms & Conditions and Limited Warranty**



**800-327-3371**  
**[www.mrwinterinc.net](http://www.mrwinterinc.net)**

# Mr. Winter Terms & Conditions



The sale of Mr. Winter, Inc. products are subject to these Terms and Conditions. Buyer's order constitutes acceptance of these terms:

1. All orders must be submitted in writing and shall not be deemed valid or binding unless confirmed in a written format, including but not limited to email, fax, post mail, or courier.
2. Start of production and lead times are contingent upon **credit approval** and receipt of **signed and dated shop drawings**.
3. Buyer is solely responsible for any sales, use, excise, or similar taxes arising from the sale of a product or service from Mr. Winter, Inc. Buyer agrees to pay these taxes directly or reimburse Mr. Winter, Inc. for any taxes incurred.
4. Changes to an order must be approved in writing by Mr. Winter, Inc. Mr. Winter, Inc. reserves the right to adjust the price and completion date of any order modified.
5. Cancellations must be approved in writing by Mr. Winter, Inc. A minimum restocking charge of twenty five percent (25%) of the net price will apply to canceled orders not produced. Deposits for canceled orders produced or under production are non-refundable. Mr. Winter, Inc. reserves the right to resell any product from a canceled order to recover any balances due.
6. Buyer shall be responsible for storage fees of \$25 per day if the shipment of an order is delayed for more than thirty (30) calendar days after receiving written notice that the order is out of production unless Mr. Winter, Inc. provides written consent to an alternative agreement.
7. If an order's shipment is delayed for more than sixty (60) calendar days after receiving written notice that the order is out of production, the order will be considered canceled unless Mr. Winter, Inc. provides written consent to an alternative agreement.
8. Ship and delivery dates are approximate and not guaranteed.
9. The freight carrier is responsible for safe delivery. Mr. Winter, Inc. is not liable for any products damaged or lost in transit, or additional costs due to a change in shipping address or delivery delays caused by the Buyer.
10. **Lift gate deliveries must be requested at the time of quote.** Buyer is solely responsible for ensuring **the appropriate powered material handling equipment, such as forklifts, pallet jacks, etc.,** and personnel are available to unload a shipment upon delivery.
11. Buyer is solely responsible for inspecting all shipments from Mr. Winter, Inc. and Mr. Winter, Inc.'s suppliers for damages or shortages. **Accept the shipment**, take photographs of all damages or shortages, make a note on the freight carrier's delivery receipt or bill of lading, and contact your point of sale within seventy two (72) hours of delivery for further instructions. Mr. Winter, Inc. is not responsible for delays caused by a refusal of shipment.
12. No products shall be returned to Mr. Winter, Inc. without prior written authorization. Approved returns must be packaged in accordance with methods designed to handle the normal rigors of shipping and handling. A minimum restocking charge of twenty five percent (25%) of the net price will apply.
13. Mr. Winter, Inc. does not provide, recommend, or refer assembly, installation, electrical, or mechanical services. Buyer is solely responsible for securing and paying for the costs associated with these services.
14. All assembly, installation, electrical, and mechanical services must be performed by a **licensed and insured contractor** in accordance with local, state, and federal laws. The warranty provided herein may be rendered null and void if proof of this condition cannot be met.

# Mr. Winter Limited Warranty



This Limited Warranty Agreement (the “Warranty”) is issued by Mr. Winter, Inc., a Florida corporation, located at 8800 NW 77 CT Medley, FL 33166 (“Company”) to the purchaser (“Customer”) of walk-in coolers, walk-in freezers, and walk-in accessories manufactured by the Company (“Product”).

## 1. WARRANTY COVERAGE

### 1.1 Scope of Coverage

The Company warrants that the Product will be free from defects in materials and workmanship under normal use and service for a period of ten (10) years from the date of the invoice for walk-in cooler and freezer panels and one (1) year from the date of the invoice for door hardware and door accessories.

Refrigeration equipment carries a standard one (1) year manufacturer’s warranty for compressors and parts.

**See Page 3 for refrigeration equipment manufacturers’ contact information.**

### 1.2 Limited to Original Purchaser

This Warranty applies only to the original location and purchaser of the Product and is non-transferable. Proof of purchase (e.g., an invoice) must be presented to obtain warranty service.

## 2. WHAT IS COVERED

During the Warranty Period, the Company will, at its sole discretion and subject to the terms and conditions outlined in this Warranty, repair or replace any Product found to be defective in material or workmanship.

## 3. WHAT IS NOT COVERED

This Warranty does not cover:

1. Cosmetic damage, including scratches, dents, chips, and other damage to the panel finishes unless such damage results from defects in materials and workmanship.
2. Defects or damage resulting from improper assembly, installation, electrical, and refrigeration mechanical work.
3. Service to correct a) improper Product and refrigeration maintenance, assembly, or installation b) work not performed in accordance with local, state, and federal laws.
4. Damages resulting from external factors, including but not limited to accidents, misuse, abuse, natural disasters, fire, or water damage.
5. Loss of perishables due to Product failure.
6. Routine maintenance or servicing.
7. Labor costs.

## 4. WARRANTY CLAIMS PROCESS

### 4.1 Notice of Defect

To make a warranty claim, the Customer must notify the Company of the defect in writing and provide photographs and/or video footage of the defect during the Warranty Period via email at [CustomerService@mrwinterinc.net](mailto:CustomerService@mrwinterinc.net).

# Mr. Winter Limited Warranty



## **4.2 Inspection and Determination**

If the Company determines that the Product is defective under the terms of this Warranty, the Company will either repair or replace the defective Product at no charge to the Customer.

## **4.3 Replacement or Repair**

If the Product is deemed irreparable, the Company will replace it with a new Product. The choice between repair or replacement shall be at the Company's sole discretion. All replacement parts or Products will be warranted for the remainder of the original Warranty Period or ninety (90) calendar days, whichever is longer.

## **5. LIMITATION OF LIABILITY**

### **5.1 Exclusion of Incidental or Consequential Damages**

To the maximum extent permitted by applicable law, the Company shall not be liable for any incidental, special, indirect, or consequential damages resulting from the use or inability to use the Product, even if the Company has been advised of the possibility of such damages.

### **5.2 Limitation on Damages**

The Company's total liability under this Warranty shall be limited to the original purchase price of the Product.

## **6. DISCLAIMER OF OTHER WARRANTIES**

### **6.1 No Implied Warranties**

To the fullest extent permitted by law, this Warranty is the sole and exclusive warranty provided by the Company. All other warranties, whether expressed, implied, or statutory, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement, are expressly disclaimed.

## **7. GOVERNING LAW**

This Warranty shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles. Any legal action relating to this Warranty shall be brought in the state or federal courts located in Miami-Dade County, Florida.

## **8. ENTIRE AGREEMENT**

This Warranty constitutes the entire agreement between the Company and the Customer with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral.

# Refrigeration Equipment Manufacturer Warranties



The refrigeration equipment supplied by Mr. Winter, Inc. is built to last, but since things happen, refrigeration equipment is typically covered with a manufacturer's limited warranty for some peace of mind.

Please contact your refrigeration equipment's manufacturer directly for troubleshooting, detailed warranty information, and instructions on their warranty claims process.

## **TECUMSEH PRODUCTS COMPANY**

### **Troubleshooting**

1-800-211-3427  
technical.service@tecumseh.com

### **Customer Service**

1-888-254-1033  
customer.service@tecumseh.com

### **Warranty Claims**

Tecumseh warranty claims are processed through authorized aftermarket dealers:

[Tecumseh | Locations](#)

## **TURBO AIR**

Warranty Support  
1-800-381-7770  
<https://www.turboairinc.com/registration/>

## **KEEPRITE REFRIGERATION**

### **Troubleshooting**

1-844-893-3222 ext 529  
troubleshooting@k-rp.com

### **Evaporators**

1-844-893-3222 ext 520  
evaps@k-rp.com

### **Condensing Units**

1-844-893-3222 ext 521  
smcu@k-rp.com

### **Warranties**

1-844-893-3222 ext 507  
warranty@k-rp.com