



Terms and Conditions Statement

In this document/website page, use of the terms “The Company” or “Company”, “We”, “Our”, “Us”, “Brother’s”, “Brother Industrial Equipment” “origin” refer to Catylist, Inc. (DBA Brother Industrial Equipment). Brother Industrial Equipment is a wholly owned division of Catylist, Inc.

The term Customer is otherwise defined as an end user or purchaser and may be a company, individual or other entity.

These conditions will supersede any terms and/or conditions included with any Customer-supplied purchase order, regardless of whether We sign them or not. These terms apply to all equipment/products/services sold by Brother Industrial Equipment to purchaser/customer/end user/third party. The right to make changes to this site and this document at any time rests with Brother Industrial Equipment. Please refer to our site to obtain latest revision of this document. [Brother Industrial Equipment - Terms and Conditions](#)

808-001 Copyright

Unless otherwise specified, all materials appearing on the Company’s website or delivered in-person or via electronic means by Company; including text, site design, logos, graphics, icons, specification data, images, 2D prints/drawings, 3D models, Configuration/Standard Features sheets, and/or other documents that feature the Company’s logo, as well as the selection, assembly and arrangement thereof, are the sole property of Catylist, Inc. (Brother Industrial Equipment), Copyright ©, ALL RIGHTS RESERVED. No materials from this site may be copied, reproduced, modified, republished, uploaded, posted, transmitted, distributed or used to manufacture as their own in any form or by any means without our prior written permission from The Company. All rights not expressly granted herein are reserved. Any unauthorized use of the materials appearing on this site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

808-002 Specifications

Prior to placing order, please inspect Equipment Nameplates (document XXX-004) and Equipment Data Sheets (document XXX-006) to confirm our Equipment will perform in the installed conditions. The term “EQUIPMENT” is defined in Section -007. If clarification is required on any values in the aforementioned documents, please contact Brother Industrial Equipment for assistance. Always operate Equipment in conditions for which it was designed to ensure optimum performance. The purchase of our Equipment signifies the acceptance of the below statements, it appears on all Data Sheets and/or Nameplates, where applicable:

Operational @ 50hz electrical service, with approximately 17-18% reduced output capacity.

Operating at maximum air flow rate may cause reduced external pressure capability, maximum air flow rates only possible with Variable Frequency Drive control.

"Condensate Production" is based on stated entering RH%, and at nominal air flow. Condensate production rates will decrease during cooling cycles and will vary as conditions permit.

Use of cpvc/pvc/abs material for chilled water plumbing is advised against when POE compressor oil is used.

Current/power/capacity is stated above is for installed components only, for stated configuration. These values may vary due to changes in air flow rates, medium flow rates and load conditions, see equipment nameplates for service sizing. Values are calculated using design parameters in standard rating conditions. Confirm equipment configurations are appropriate for operational conditions and loads.

Data is subject to revision, contact Brother Industrial Equipment to confirm specifications and design conditions.

Data Sheets for Equipment Assemblies - Document XXX-006

Data values appearing on Brother industrial Equipment Data Sheets will vary and are subject to fluctuation as the environmental variables of the geographical region in which the equipment is installed and operating changes.

Nameplates for Equipment Assemblies – Document XXX-004

Nameplate Values are stated using the maximum values as stated by manufacturer for each component installed within Equipment Assembly stated. Use these data values for electrical service or other utility sizing.



808-003 Internet Links

The Brother Industrial Equipment website or documents may contain links to other sites on the Internet that are owned and operated by third parties. You acknowledge that Brother Industrial Equipment is not responsible for the operation of, or content located on or throughout any such site.

808-005 Your Privacy

We keep your personal information private and secure. When you make a purchase from Brother Industrial Equipment you may be asked to provide your name, email address, credit card information, address, phone number and a password. We use this information to process your order(s), to keep you updated on your purchases and to personalize your experience.

Our secure servers protect your information using advanced encryption techniques and firewall technology.

Brother Industrial Equipment's website uses "cookies" to keep track of your current shopping session to personalize your experience and so that you may retrieve your shopping cart at any time.

808-006 Electronic Marketing

We will not send you marketing e-mails unless you ask to be added to our list. If you do decide to sign up for our e-mail list, may notify you of current promotions, specials, and new equipment/products. You may unsubscribe from our newsletters by following the unsubscribe instructions in any email you receive from us.

B R O T H E R

I N D U S T R I A L



808-007 Sales Terms

Direct Sales (does not include online store purchases)

This section covers sales made directly with Brother Industrial Equipment or agent representing Brother Industrial Equipment (i.e., sales representatives, distribution companies, online auction sites). In the event a sale is made with an agent representing Brother Industrial Equipment, Customer is at the mercy of both the agent terms and this document.

Items offered for sale by Brother Industrial Equipment are assigned to the two (2) main categories below. Some items on our site are not available for purchase through store. For items not available for sale on site, please contact Brother industrial Equipment for price quotes and to place orders.

Equipment:

The Following Equipment Assemblies begin with the prefixes “11-“ (current revisions) or “9xx” (previous revisions).

- Chillers
- Fan Coils (Air Handling Units or AHU’s)
- Self-Contained Air Conditioning Systems
- Free Coolers (waterside economizers)
- Air Purifiers (ionizers, filtration equipment)
- Environmental Conditioning Systems (i.e., chillers + Fan Coils + ancillary pumps + tanks, etc. compiling a “system”)
- Special Application Systems and Equipment (AKA Custom):
 - 1) Are designed, configured, and manufactured according to Customer provided specifications.
 - 2) Will feature (3) characters in the Assembly number Suffix Position of the Assembly Number that are unique to the Customer.
 - 3) May be developed through Brother’s RED Services - brotherequipment.com/redservices

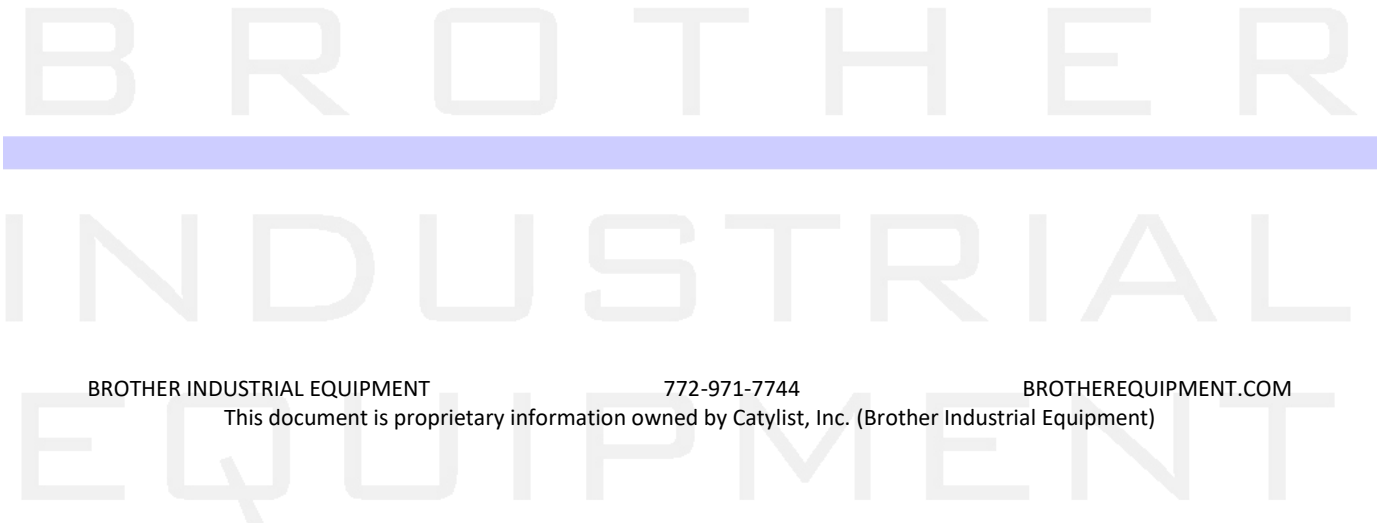
Custom Equipment Example: Equipment designed for John’s Barge Services may feature an assembly number such as 11-1138-JBS-1-A, “JBS” refers to John’s Barge Services

Equipment Identification

Ancillary Products:

- | | |
|----------------------------------|--|
| - Medium/Water Tanks | - Thermostats |
| - Chilled Medium/Water Pumps | - Process Control Flow Sensor Assemblies |
| - Chilled Medium/Water Strainers | - Heat Exchangers |
| - Filter Brackets | - Equipment Controls |
| - Ducting Adaptors | |
| - Air Filters | |

Note: At time of publish, Ancillary Product listing may not be complete, please refer to” 852 EQUIPMENT CONFIGURATION CHART” for complete definitions.





Orders

Customers shall indicate their intent to purchase Equipment, Services, or Products offered or built by Brother Industrial Equipment, in writing, in a manner that includes the values included in the Sales Document presented to them by Brother Industrial Equipment, using one (1) or more of the methods listed below:

- Email to sales@brotherequipment.com or sales representative email address ending in __@brotherequipment.com with order details contained in the email body and a subject line that cites our Sales Document number.
- Email to addresses above that contain Customer Purchase Order as an attachment (company or individual), with a subject line that cites our Sales Document number.
- Email to addresses above that contain our Quote or Sales Document as an attachment (company or individual), with a subject line that cites the Sales Document number and Customer's intent to purchase in the body of email.
- US Mail or other carrier that includes a Purchase Order to the address cited in this document.

Verbal Orders must accompany on or more of the methods listed above. Customers may be asked to revise orders, PO's or emails to ensure clarity between parties. We will respond to Customer orders with our Sales Order (821-001) that will require Customer approval and return. Once Sales Order is approved, an Invoice (831) will be provided. We will contact Customer to arrange payments as per the Terms indicated on the Sales Documents and provide necessary documents.

Sales Fulfillment

Some orders may require multiple shipments in agreed upon intervals to suffice installation timelines or other. Orders with these requirements will adhere to the guidelines contained within your Sales Order and the following

- Each Shipment will be invoiced for partial payment for equipment listed on shipment Packing List unless other arrangements are agreed upon.
- Shipping charges will be re-quoted and added to partial payment invoice at time of shipment unless other arrangements are agreed upon.

Production

This section covers Production timelines (build or construction) of Equipment Assemblies provided by Brother Industrial Equipment.

Materials Notice

The following Appears on select Sales Documents

Lead Time and equipment pricing reflect industry-wide shortages and cost increases of vital construction materials such as copper, aluminum, and steel (stainless). Brother Industrial Equipment will make every effort to pass along savings and truncate delivery times where possible.

Lead Time

Lead Time quoted on Sales Document 826 (Quotes) are:

- Estimated with the best information at hand.
- Subject to Sales Document validity/expiration.
- Based on current (as of Sales Document date) Material and component lead time and/or availability from our suppliers.
- Based on current (as of Sales Document date) Production Capacity.
- May not match Lead Time/Shipping Date on Sales Document 820-001.

Production Planning Term

Production Planning Terms, when applied, are in addition to Quoted Lead Time and will not commence until ARO or ARP.

The following notice appears on Select Sales Documents, when applicable.

A Production Planning Term of ____ week(s) is applied to Equipment Assemblies on this Sales Document and commences ARO/ARP. This Term is in addition to the Production Lead Time Quoted. Other components may not be subject to this term and may ship at Lead Time indicated.



The Production Planning Term may be applied to Equipment Assemblies on Sales Document in circumstances that require:

- Development of approval prints/drawings.
- Development of fabrication prints/drawings.
- Additional time to process and deliver Supplier Purchase Orders for materials/components. (Typically for large Systems).

Online Sales

The Company reserves the right at any time after receipt of your order to accept or decline your order for any reason or to supply less than the quantity you ordered of any item.

For multiple product orders placed online, we will make every attempt to ship all items contained in that order at the same time. Products that are unavailable at the time of shipping will be shipped as they become available unless you inform us otherwise. You will only be charged for products contained in a given shipment, plus any applicable shipping charges. You will only be charged for shipping at the rate quoted to you on your purchase receipt. The entirety of this shipping charge will be applied to the first product(s) shipped on a multiple shipment order.

Payment methods

Payments are to be made using the following methods as per the terms indicated on Invoice (Document 831) furnished by Brother Industrial Equipment. Payments are to be made in USD (US Dollar) funds only.

Credit Cards

We accept credit cards as a form of payment. As of January 2022, there is a 3% (% of total amount to be charged) surcharge for using your credit card to make purchases. Please be sure to provide your exact billing address and telephone number (i.e., the address and phone number your credit card bank has on file for you). Incorrect information will cause a delay in processing your order. For security, credit card billing address must match the order shipping address.

Checks

We accept Company checks as a form of payment. Order production and/or shipment will not begin until funds are fully cleared at our banking institution. Fee for insufficient funds or returned checks will be imposed. Check stub or face must reference Invoice and Customer PO numbers.

Electronic Wire Transfer

We accept electronic wire transfers as a form of payment. If a wire transfer is requested as the form of payment, Brother Industrial Equipment will supply a copy of our Wire Transfer Instructions document (Document 8007) to payer to initiate the wire transfer. Fees associated with International Wire Transfer fees may be incurred by Customer or payer. Order commencement, production, and/or shipment will not begin until funds are fully cleared at our banking institution. Fee for insufficient funds will be imposed. Receipt of electronic wire initiation must be provided at time of transfer and must reference Invoice and Customer PO numbers.

Wire Transfer Fees

International: \$0
Domestic: \$0

**Brother Term Definitions**

Terms will be as per Invoice (Document 831) furnished to Customer by Brother Industrial Equipment.

PREPAID – Funds are due at Customer receipt of Invoice and prior to production of equipment or shipment of part can occur.

NET 15 – Total invoiced amount is due 15-days post order ship date

NET 30 - Total invoiced amount is due 30-days post order ship date

NET 60 - Total invoiced amount is due 60-days post order ship date

1% 10 NET 30 – A 1% discount is applied to total invoiced amount if paid within 10-days of order shipment

2% 10 NET 30 – A 2% discount is applied to total invoiced amount if paid within 10-days of order shipment

25ARO/PPP – 25% of total invoiced amount is due At Receipt of Order, Periodic Progress Payments as per interval on Sales Document. The balance of invoice is due in prior to delivery of tangibles listed on Sales Documents.

50ARO/25PP/25SHIP – 50% of total invoiced amount is due At Receipt of Order, 25% of total invoiced amount is due at midway point of production, 25% (balance) of invoice, prior to complete or final shipment.

50ARO/25PP/NET15 – 50% of total invoiced amount is due At Receipt of Order, 25% of total invoiced amount is due at shipment of order (see Sales Document for interval). The NET balance of invoice, after preceding payments are made, is due in 15 days post final shipment.

50ARO/30PP/NET15 - 50% of total invoiced amount is due At Receipt of Order, 30% of total invoiced amount is due at shipment of order (see Sales Document for interval). The NET balance of invoice, after preceding payments are made, is due in 15 days post final shipment.

50ARO/25SHIP/NET15 – 50% of total invoiced amount is due At Receipt of Order, 25% of total invoiced amount is due at complete shipment of order, the NET balance of invoice, after preceding payments are made, is due in 15 days post final shipment.

50ARO/BALSHIP– 50% of total invoiced amount is due At Receipt of Order, the balance of invoice, after preceding payments are made, is due in prior to final or complete shipment.

50ARO/BALCOMP– Sales Documents for Services only - 50% of total invoiced amount is due At Receipt of Order, the balance of invoice is due in prior to delivery of tangibles listed on Sales Documents.

50ARO/NET15– 50% of total invoiced amount is due At Receipt of Order, the NET balance of invoice, after preceding payments are made, is due in 15 days post final shipment.

ARO - Deposit payment due At Receipt of Order by Customer. Work (i.e., production/shipping/construction/design) on order will not commence until payment is received from Customer.

ARP - After Receipt of Payment

_ _PP – Progress Payment due at pre-determined, agreed upon intervals (i.e. midway through order, at 1st shipment of order, etc.)

PPP – Periodic Progress Payments due at intervals stated on Sales Document

SHIP – At order fulfillment and/or last shipment of order*

NETXX – Full Payment of total invoiced amount is due within the days cited in payment term

X%XX – Discount payment, total invoiced amount minus percentage discount is due within the days cited in payment term

PREPAID - Unless Credit terms are approved or other terms are formally agreed upon between Company and Customer, ALL Sales are prepaid as per PREPAID.

DAYS- “Days”, when cited in term definitions, refer to calendar days.

* The term “Ship” may refer to delivery or pick-up of order, specific terms are listed within Invoice.



Order Cancellation

Customers may request Order Cancellation. The policy below will be adhered to unless other agreements are made.

Equipment Order Cancellations

The request to discontinue Production or Fulfillment of Equipment Assemblies or Products that are supplied designed or built by Brother Industrial Equipment will be reviewed by Us to determine the portion of deposits or payments that can be refunded. Items already delivered to Customer will adhere to "Section 808-009 Returns" and may not qualify for full refund.

Refunds may not be warranted, possible or issued.

The charges incurred by Brother Industrial Equipment, that do not qualify for refund, and are related to the Production of Equipment Assemblies or Fulfillment of Products contained in subject Sales Document are summarized below.

Charges to Customer will be indicated as a lump sum deduction on Credit Memo 895-001 or as charges on an adjusted Invoice (Document 831)

Charges related to the Production or Fulfillment of line items on subject Sales Document that Customer may be liable for, as result of Order Cancellation, are summarized as follows:

- Origin Shipping/packaging for Equipment or Products that have shipped or been delivered
- Inbound freight or ground shipping for procured components or parts
- Outbound freight or ground shipping for the return of components or parts
- Non-returnable materials, parts, or components, that are not a part of in-progress line items may include, but limited to:
 - o Condenser Coils
 - o Chilled Medium Coils
 - o Electric Heating Elements
 - o Sheet metal components, stainless steel, aluminum, steel
 - o Fan Blades
 - o Other engineered components or parts
- Design or Development fees.
- Labor directly related to the Production of line items that are considered in-progress.
- Re-stock fees (percentage varies) for the return Products and parts or components
- Special Equipment purchased or constructed specifically for the Production or Testing of Equipment Assemblies on subject Sales Document that is non-returnable. If equipment is returnable, applicable re-stock fees and freight/ground shipping will be charged.
- Professional Service fees (PE, standards organizations, type approvals)

Determinations for applicable charges will be made at time of cancellation. Brother Industrial Equipment retains possession of non-returnable parts/components.

- **Refunds**, where warranted, that pertain to this section, will be credited to original Customer account or will be provided in form of company check, less any charges as per above.
- **Delivered Parts or Components** that are received by Customer prior to complete execution of Sales Order may be returned as per our Return Policy in "Section 808-009".
- **Equipment Assemblies** are defined as Equipment with prefix of "11-" or "9XX" (historically). These pieces of equipment are designed and manufactured by Brother Industrial Equipment and may include custom, unreturnable parts/components.

**Part Order Cancellations**

Orders that do not include Brother Industrial Equipment Assemblies or are not included in Equipment Assemblies (as defined in this document) may be cancelled for complete refund, prior to shipping. Once shipped, orders must be received by Customer and Return Policy (Section 808-009 Returns) must be adhered to. Refunds for Part order Cancellations will be as per above Refund guidelines.

Out-Of-Stock

We will ship your product as it becomes available. Usually, products ship by the next business day. However, there may be times when the product you have ordered is out-of-stock, which will delay fulfilling your order. We will keep you informed of any products that you have ordered that are out-of-stock and unavailable for immediate shipment. You may cancel your order at any time prior to shipping. Please consult each site's privacy policy for more information. Brother Industrial Equipment is not responsible for the actions of third parties.

Sales Documents**Invoices – Document 831**

Invoices will be delivered to Customer at Receipt of Order received by Brother Industrial Equipment by way of electronic means. Payments against invoices must be made as per terms contained.

Sales Order – Document 820-001

Sales Orders may be delivered to Customer at Receipt of Order received Brother Industrial Equipment by way of electronic means. Sales Orders will contain the terms and pricing and shall match that of the Invoice. Sales Orders signed by Customer represent acceptance of said Sales Order, its contents, and its terms contained within.

Packing Slip – Document 820-003

Packing Slips will accompany all shipments to Customers and will contain the quantity of Products or Equipment included within shipment, in addition to any backordered. Packing Slips will reference associated Sales Documents, shipment tracking number, BOL number and other associated data. Packing Slip may not reflect the full quantity or all of Products or Equipment on related Sales Documents due to backorders or interval shipping. Copies of Packing Slips containing the aforementioned data will be forwarded to Customer post shipment loading. Packing Slips will not contain pricing data. Special formatting available at Customer request.

Quotations/Estimates – Document 826

826-001 Equipment Quotes

826-002 RED Services Design Quotes

Quotations (estimates) are supplied to The Customer in the event they may be requested. Quotes may not represent the final terms of order and are subject to change. Refer to the Sales Order and Invoice for final terms. Quotes may expire, please refer to the “Validity” field on your quote. Brother Industrial Equipment may not be able to hold prices on quotes, due to frequent fluctuations of materials in services.

Credit Memo – Document 895-001

Credit Memos are issued in the event a return of Product or Order Cancellation has been approved/executed. Credit Memos may not reflect total Order amount or line items contained within original Sales Document. See “Order Cancellation” section for more on refunds and “808-009 Returns” for more on Returns.

Taxes

Brother Industrial Equipment will automatically charge and withhold the applicable sales tax for orders to be delivered to addresses within the same state/province where Brother Industrial Equipment holds a presence. For orders shipped to other areas, you (the shopper) are solely responsible for any sales taxes and/or other taxes that may apply. We accept re-sale certificates from Companies not bound by Sales Tax.



808-008 Shipping and Packaging Policies

Most orders will ship the next business day, provided the product ordered is in stock. Orders are not processed or shipped on Saturday or Sunday, except by prior arrangement.

We cannot guarantee when an order will arrive. Consider any shipping or transit time offered to you by this site or other parties only as an estimate. We encourage you to order in a timely fashion to avoid delays caused by shipping or product availability. Transit times quoted on Sales Documents are estimated as we're at the mercy of the carriers. Guaranteed (by carrier) delivery for Ground Services and Freight services can be requested and will be invoiced at an additional charge.

Certain Shipping Restrictions apply:

- **LTL Ground/Air Freight** shipping is required for Items above 150 lbs. or too cumbersome for standard ground services will ship freight. Charges for this method will be quoted on separate line-item on Sales Documents at least expensive rate by default. Default Packaging Method will be employed unless otherwise request by Customer.
- **Ground Service Shipping** is for items less than 150 lbs. or are not required to be shipping be freight. Items qualifying for free shipping, as per our website will ship, by default, ground to addresses in the lower 48 Contiguous of the U.S. only. Expedited shipping may be request or selected on site for additional fee.
- **Payment Billing Address and Shipping Addresses** must be identical for all Products and Equipment
Following exceptions may apply:
 - Parts bound for "Vessel in Transit"
 - Prior arrangement made with Brother Industrial Equipment

Shipping Terms

We use the following standard shipping methods. Shipping methods will appear on Sales Documents and will be quoted at discretion of Brother Industrial Equipment unless otherwise requested by Customer.

FOB Origin - nomenclature on Sales Document

Term Policies

1. Sale of Products or Equipment on related Sales Document is completed and ownership transferred to Customer once transport loading is complete.
2. Customer is responsible for paying freight charges, freight scheduling, and liable for freight damage/delays or other complications to destination once loaded onto transport.
3. Customer must coordinate with their carrier and provide a Freight BOL/Label/pickup schedule and associated export documents to Brother Industrial Equipment prior to release of shipment.
4. Customer may incur package or freight preparation charge if FOB Origin is used.
5. Preparation and completion of SLI or other export documents by Brother Industrial Equipment may be required by law, may be charged to Customer as a separate line-item on sales document.
6. For shipments going to international destinations (outside US Lower 48, AK, HI), Brother Industrial Equipment is not responsible for import fees, taxes, charges at destination.



FOB Destination – nomenclature on sales document

Term Policies

1. Sale of Products or Equipment on related Sales Document is completed and ownership transferred to Customer once transport un-loading is complete at destination.
2. Customer is responsible for paying freight charges as per separate line-item on Sales Document.
3. Brother Industrial Equipment is responsible for freight scheduling and freight liability until un-loaded at destination.
4. Brother Industrial Equipment will provide BOL with tracking detail to Customer once available schedule and associated export documents to Brother Industrial Equipment prior to release of shipment.
5. Preparation and completion of SLI or other export documents is by Brother Industrial Equipment.
6. For shipments going to international destinations (outside US Lower 48, AK, HI), Brother Industrial Equipment is not responsible for import fees, taxes, charges at destination.

Product Packaging

Brother Industrial Equipment uses “best commercial practice” as our Default Packing Method for our Equipment. The Default Packaging Method is implemented for FOB Destination shipments. When FOB Origin is selected, Customers may incur a packaging charge, depending on packaging method required.

Default Packaging Methods for our Equipment Assemblies include the following:

- Bolted and/or strapped to a standard wooden pallet with reasonable perimeter margin
- Plastic wrap for prevention of dust and debris accumulation during transport
- Barriers IWO sensitive components to prevent impact damage
- Caps or plugs IWO of orifices, process connections, etc. to prevent debris ingress
- Packaging Materials may be treated, not guaranteed for Default method

*Special Shock or vibration isolation for sensitive Equipment may be employed at discretion of Brother Industrial Equipment

Special Packaging Methods for our Equipment may incur additional line-item cost, and may include (but not limited to) the following:

- Treated packaging materials that prevent transfer of harmful insects, fungi or other contaminants from origin to destination for either domestic or international destinations
- Special crating or containerizing for bulk shipments
- Special Shock or vibration isolation for sensitive Equipment

Responsibility for requesting Special Packaging Methods lies with the Customer, Brother Industrial Equipment makes no assumptions as to the laws and regulations pertaining to product of importation to the destination. Customer may incur additional costs for Special Packaging Methods, and will be quoted as a separate line item when required.

MIL-SPEC Packaging Methods are available and require the MIL-SPEC code to be furnished in order for Brother to fully execute this shipping method. Customer will incur additional costs for MIL-SPEC Packaging Methods and will be quoted as a separate line item when required.



808-009 Returns

Ancillary Products

Fulfillment mistakes which result in the shipment of Ancillary Products that conflict with the approved Sales Document will qualify for return and are subject to the following Return Procedure. Ancillary Products that do not qualify as per terms above, will be subject to a re-stock fee of 10%.

Return Procedure – Ancillary Products

- Obtain an RMA number from Brother Industrial Equipment by submitting an RMA Request Form ([follow link](#))
- Once reviewed and approved by Brother Industrial Equipment, a Return Shipping label will be provided.
- It is Customer's responsibility to take item that is to be returned to carrier facility or franchise listed on Return Shipping label.
- When applicable, refunds will be issued to original payment method use, minus original shipping fees and re-stock fees, where applicable.
- Shipping address for all returns must be under 150 lbs.:
- Items sent to Brother Industrial Equipment that do not abide by the steps outlined above will be rejected.

Brother Industrial Equipment - Returns

2255 SE Veterans Memorial Pkwy.
8151
Port Saint Lucie, FL 34985

Equipment Returns

Equipment, as defined in -002 and -007, that has been installed, or put into service or used in any way do not qualify for return. Fulfillment mistakes by Brother Industrial Equipment which result in the shipment of Equipment that conflict with the approved Sales Document will qualify for return, once circumstances are reviewed and return is found to warranted. Returns, when valid, are subject to the following Return Procedures. Special Application Equipment or Custom Equipment, as defined in -007, do not qualify for return and are subject to the Equipment Warranty Statement. Return request for any other reason, other than those described in this section, will be denied and subject to the Equipment Warranty Statement (See Section 808-011).

Return Procedure – Equipment Fulfilment Mistakes

- Contact Brother Industrial Equipment with copy of original Sales Order and Packing Slip, along with detailed pictures of Equipment Components and Nameplate.
- Once reviewed and approved by Brother Industrial Equipment, a Return Shipping label will be provided.
- Equipment must be packaged as per Section -008 of this document in order to qualify for return
- We will schedule a pickup with appropriate freight carrier to recover the Equipment that was incorrectly shipped.
- A new Sales order will be constructed and provided to Customer, lead time, based on current production schedule will be cited.
- Refunds are not available, Customer will be notified once Replacement Equipment is scheduled to ship.
- Shipping is standard speed unless otherwise agree upon between Customer and Company.
- Items sent to Brother Industrial Equipment that do not abide by the steps outlined above will be rejected.

Return Procedure - Improperly Sized Equipment

- If the Equipment (as defined in -002 and -007) purchased was done so in error, either by Customer or Customer agent and/or representative (i.e. wrong Equipment specified for a project, improperly sized, capacity above or below load requirement, electrical incompatibility, etc.), and has not been installed, placed into service, or used in any way will qualify for return.
- Customer will be liable for all costs involved with shipping and packaging.
- Equipment shall be packaged according to Terms dictated in -008 of this Document.
- After returned Equipment is inspected and tested, a Company Credit will be issued to Customer. The Company Credit can be applied towards the purchase of an alternate piece of Equipment.
- Refunds are issued only when the purchase price of the alternate piece of Equipment is less than original Equipment for which credit was issued.
- Refunds are made back to the original form of payment or via Company check

Note: See 808-012 for Equipment Sizing Terms



808-010 Typographical Errors

In the event a product is listed at an incorrect price due to typographical error or error in pricing information received from our suppliers, Brother Industrial Equipment shall have the right to refuse or cancel any orders placed for products listed at the incorrect price. Brother Industrial Equipment shall also have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, Brother Industrial Equipment will issue a refund to your card in the amount of the incorrect price. If Customer is unsure about any data, language, phrases, policies, warranties or other declarations in or on Brother Industrial Equipment branded documents, websites, or social media postings, please [Contact Us](#) for clarification.

808-011 Warranty – Document 818

Equipment Assemblies as defined in section 808-002, 007 are manufactured by Brother Industrial Equipment and will be warranted as per our [Warranty Statement](#) (follow link). To help facilitate a Warranty Claim, please review, complete the [Warranty Registration](#) for each piece of equipment and return to Brother Industrial Equipment as per instructions on Warranty Statement.

Items NOT produced, manufactured, or not contained within an Equipment Assembly by Brother Industrial Equipment will be warranted as per manufacturer's Warranty Statement. Warranty statements for these products, when applicable, will arrive with OEM packaging. Please review manufacturer's warranty to statement, prior to returning, to ensure equipment failure is within the coverage limits. If you believe your item qualifies for warranty, please contact us at warranty@brotherequipment.com with original Sales Order, receipt, or other proof of purchase with your contact information, serial number of item and description of failure. Items for warranty claims must be sent to Brother Industrial Equipment, at purchaser or end user's expense for manufacturer evaluation. Once claim is approved, Brother Industrial Equipment will refund or replace item at brother's discretion. Refunds will be made to original payment account, or via company check.

808-012 Equipment Sizing – Document(s) 886, 887

Brother Industrial Equipment can help make space load determination for equipment sizing using the documents referenced above. Purchasing Equipment based on our space determinations constitutes acceptance of the following statements, found on these documents:

The above determinations are made with Customer-supplied data via online form 887-001 or per email communication in order to arrive at a total grow space heat load estimation, without regard to plant quantity, level of thermal insulation, soil/irrigation volume, outside air influence or any other factors aside from those calculated above. As grow space heat loads are dynamic, estimates should be determined at maximum load conditions. It is important to review the above estimations with your grow space designer/engineer/consultant to confirm these estimates. If errors, omissions, or revisions are required, please contact us to submit change request.

Brother Industrial Equipment guarantees the advertised output capacities of our equipment when installed in a properly sized space and the conditions for which they've been designed.

Equipment specified above is based on heat load estimations on document 886-001. Free cooling capacity is dynamic and will depend on factors such as ambient temperature, ambient humidity, chilled medium flow rates. The desired free cooling percentage may not be available in all conditions.



808-013 RED Services

RED (Rapid Equipment Development) Services offered by Brother Industrial Equipment is a service that provides complete design and development of Special Application Equipment (AKA Custom) according to specifications provided by The Customer. This service provides the complete design and development of the Subject Equipment, including the design, development, cataloging of necessary parts and components that can be fabricated, procured, and assembled into (1) Subject Equipment. This process is broken down into (4) four main stages and can be purchased in an a la carte fashion, sequentially. Each stage will be presented on applicable Sales Documents as separate line items and are detailed in this section below.

Prior to entering into an agreement to purchase RED Services:

1. Customer is asked to provide specifications of the Equipment for which they'd like to develop for review buy Us
2. We may require the clarification of specifications and/or additional specifications from Customer during this review.
3. Once reviewed, We will either provide a quote to design and develop based on specifications provided or engage in further discussion as revisions to specifications may be required. Revisions to specifications may be required if:
 - a. They violate policies regarding safety,
 - b. They are in contradiction to standard industry practices governing the design of HVAC equipment
 - c. The physical universe we occupy will not allow it.
 - d. Other extenuating circumstance arise.
4. When a Quote is presented to Customer, we may also present a sketch. This Preliminary Sketch will convey the basic elements, features, general specifications, and dimensions of the Subject Equipment.
 - a. If sketch deviates from Customer provided specifications, it is their responsibility to alert Brother Industrial Equipment and request revisions, this may or may not have an effect on the quote.
 - b. The design of the Subject Equipment will be based on this sketch and will require approval prior to beginning work.
5. Quotes may contain line items that provide specific terms of the agreement, these terms will be translated to other Sales Documents and may include (but not limited to) a combination of the following:
 - a. TIME NOT TO EXCEED – “Design Time (hours) quoted in this document is not-to-exceed, provided the original Customer Specifications provided in Stage 1 remain unchanged throughout subsequent stages.”
 - i. Final amount due may be less than the quoted, not guaranteed.
 - ii. Changes or revisions to Customer Specifications during any Stage may result in increased Design Time and therefore, cost to Customer. A new or revised quote detailing additional Design Time or Stages will be provided, post review of revised Customer Specifications.
 - iii. Due to fluctuating labor and services costs, the per hour/unit price for Design Time or other services listed on quote is subject to revision.

Note: Used for RED Design Services of Special Application Equipment that could be derived from Standard Equipment already offered by Brother Industrial Equipment.

- b. ACCRUED HOURS – “Billable Design Time quoted is an estimate. As hours are accrued during each stage, invoices will be delivered at interval named in this document.”
 - i. Refer to item i in 5a.

Note: Used for RED Design Services of Special Application Equipment that are not derived from Standard Equipment.

- c. PERIODIC INVOICING – “Invoices will be provided on a _____ (enter period) interval and are due at receipt.”
 - i. Work stoppage will occur if payment arrangements are not made.
 - ii. Interval may coincide with the delivery of progress reports (see below).
 - iii. Invoices are the amount due for hours accrued in given period.
- d. PROGRESS REPORTS – “Reports will be provided at a _____ (enter period) interval.”
 - i. Reports may coincide with the delivery of invoices (see below).
- e. DESIGN TIME ESTIMATE – “Billable Design Time for the quoted stages is estimated at _____ (enter hours) hours and is based on historical Services of similar in scope.”

If the Customer engages in an agreement to purchase RED Services for the Design and Development of Special Application from Brother Industrial Equipment, the following terms apply:



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1. Service may be cancelled or paused at any time, Customer will be invoiced for hours accrued between date of last payment and request to cancel or pause.
2. Periodic progress reports will be provided by Brother in the form of email communication and may or may not include 2D Prints, or 3D Review Models as circumstances permit. Period of progress reports will be dictated on applicable Sales Documents.
3. The funds paid to Us for this process are:
 - a. For the design and development of Special Application Equipment using RED Services, only.
 - b. Non-Refundable.
 - c. Are not able to be used as credit towards manufacture of the Equipment being designed.
 - d. Due as per terms indicated on Sales Document.
4. Revision requests by Customer, of the Customer Specifications that are contradictory or in addition to those originally provided by Customer in Stage 1 (RED1) and as indicated on Preliminary Prints may result in additional costs. A review of subsequent revision requests will be made and quotation for services will be revised and provided to Customer for Approval.
5. Subject Equipment, if purchased, will be manufactured by Brother Industrial Equipment or its partners, and will be sold to Customer on an exclusive basis using Subject Equipment Assembly only.
6. By entering into this an agreement for RED Services, Customer agrees that Catylist, Inc. (Brother Industrial Equipment) retains the exclusive rights to manufacture the Subject Equipment and manufacture or procure the components, parts, other elements contained within the Subject Equipment Assembly.
7. Brother Industrial Equipment reserves the right to design, develop and manufacture Derivative Equipment from the Subject Equipment to offer for sale to other Customers, unless arrangements between Customer and Brother Industrial Equipment exists.
8. Equipment Quotes will be supplied at request of Customer and will be subject to standard Sales Terms of this document.
9. The four stages of RED
 - a. **RED1** – Preliminary Design Stage - Preliminary Sketches and Specifications presented to Customer, along with Design Quote. Preliminary Sketches require approval by Customer prior to proceeding to Stage 2.
 - b. **RED2** – Design and Development Stage - Upon completion, Subject Equipment is fully realized with necessary components, performance data, operational requirements, configuration features. Select Tangibles require approval by Customer prior to proceeding to subsequent stages.
 - c. **RED3** – Production Design Stage - Generation of prints for the manufacture of Subject Equipment (i.e., fabrication prints of parts and special components, assembly sequences and processes, detailed design of electrical wiring harnesses, testing procedures, etc.) Select Tangibles require approval by Customer prior to proceeding manufacture of Subject Equipment.
 - d. **RED4** – Technical Document Development Stage - (1) one standard Equipment Guide (AKA manual) will be developed for Subject Equipment. Technical Document requires approval by Customer prior to proceeding with publish.
 - e. **REDS** - Special Stages may be required, based on Customer Provided Specifications. Special Stages may require the delivery of data, models, or completed equipment to a Third-Party Service for approval, simulation, testing, certification, or other. Third-Party Services may include vibration simulation or testing, Flow Simulation or testing, Type approval/certification, Explosion Proofing or other requirements as dictated by specifications. Sales Documents for Special Stages will cite the terms, costs, and other considerations for these services as applicable, in separate line items.
10. Tangibles that Customer is entitled to at the completion each stage are identified below. Other documents or files may be available under other agreements.
 - a. **RED1:** Preliminary Sketch with Specifications

Print Status: "Preliminary, for Design Quotation Purposes only – sign and return to approve"

- b. **RED2:** Equipment Quotation, Configuration Sheet, Nameplate Data (non-serialized), 3D Review Model, 2D General Arrangement print (unless provided on Configuration Sheet)
Print Status: "Preliminary for Equipment Quotation and Customer Review Purposes only – sign and return for approval"
- c. **RED3:** Approval Print (Customer Signed), 3D Vector Model
Print Status (pre-approval): "Release for Customer Approval – sign and return"
Print Status (post-approval): "Released for Manufacture as per terms of Equipment Sales Documents"
- d. **RED4:** Draft Document of Equipment Guide
Print Status (pre-approval): "Draft for Customer Approval – sign and return"
Print Status (post-approval): "Released for Publish".
- e. **REDS:** Reports, Certifications, or other documents relevant to this stage may be supplied to Customer for purposes as Brother Industrial Equipment sees fit.

11. Brother Industrial Equipment retains all files, documents, prints, models, or data pertinent to the fabrication of components or parts to assemble, manufacture, or produce Subject Equipment and will not be transmitted to any parties, including Customer, other than those charged, by Catylist, Inc. (Brother Industrial Equipment) with the fabrication, construction, or manufacture of said parts or Subject Equipment.

12. Tangibles including models, prints, data, or designs of components, parts or equipment supplied to Customer may not be copied, extrapolated, transformed, forwarded, or otherwise used for the fabrication or manufacture of said components or equipment by any other entity other than Catylist, Inc. (Brother Industrial Equipment).

13. Tangible Delivery may occur at interval indicated on Progress Report line item or in event Customer makes request. Brother industrial Equipment may provide tangibles at non-standard interval for purposes of communicating an inquiry, answer to Customer inquiry or other circumstance.

14. 808-013 Definitions

Note: Please contact Brother Industrial Equipment for clarification of definitions or definitions of terms not included in this section.

- a. **Subject Equipment** as used in this section refers to the Special Application Equipment Assembly that will be designed and developed according to the Customer provided specifications. Any mention of parts or components in this section may refer to those that are contained with Subject Equipment Assembly.
- b. **The Customer**, as used in this section, refers to the party responsible for commissioning this service, providing specifications for the Subject Equipment, payments for this service, review/approval of design and other responsibilities as dictated.
- c. **Preliminary Sketches** contain Customer Specifications, overall dimensions, call outs of major equipment and estimated performance, when applicable and will require approval prior to commencing subsequent Stages. Dimensions, location of major components or other elements called in Preliminary Sketches, that are not included in Customer Specifications, are subject to revision as design and development process progresses.
- d. **2D Prints** of the Equipment Assembly displays general dimensions including overall LXWXH, call out of major components and features.

Note: 2D Prints may be included in Configuration sheets, brochures or as a stand-alone document.

Format: .pdf document

- e. **3D Vector Models** of Subject Equipment contain end user interfaces such as water/electrical connections, ducting connections, or other interfaces pertinent to operation, maintenance or troubleshooting of Subject Equipment.

Format: .step or .dxf files

- f. **3D Review Models** of Subject Equipment contain end user interfaces such as water/electrical connections, ducting connections, or other interfaces pertinent to operation, maintenance or troubleshooting of Subject Equipment.

Format: .dwfx or .easm

Note: Either format will require special software that is free to use, links to download software will be provided.

- g. **Configuration Sheet** will include performance data, Subject Equipment Assembly number, Configuration Features, Renderings, and General Dimensions and call outs.

Format: .pdf document



- h. **Nameplate Data** document contains data pertinent for the proper installation and operation of Subject Equipment.
- i. **Equipment Guide** will contain necessary information for:
 - i. Safety
 - ii. Installation
 - iii. Equipment Commission
 - iv. Operation
 - v. Maintenance
 - vi. Troubleshooting
 - vii. Parts Identification
- j. **Third Party** any entity other than the Customer or Company that may be charged with fabrication, testing, certification, approval or special handling of data, prints, models, parts or components contained within or used to manufacture the Subject Equipment or the Subject Equipment itself.
- k. **Billable Design Time or Design Time** is the time, in hours, billed to Customer for the purchase of any RED Stages for the design of Special Application Equipment.
- l. **Customer Specifications** are supplied by the Customer at Stage 1 (RED1) and will be displayed on Preliminary Sketches for approval. Revisions, by Customer, to these specifications, subsequent to the approval of Preliminary Sketches may result in additional services to be charged.
- m. **Derivative Equipment** are Equipment that is derived from an existing design that is similar in form and function, but with differing operational and performance requirements.
- n. **Tangible Delivery** refers to the delivery of any tangibles listed in this document to Customer and may be accomplished via electronic email, use of file sharing service or any other method cited on Sales Document.

