



TERMS AND CONDITIONS

Price and Payment Terms

The Purchase Price includes sales tax, unless the Buyer provides the Seller with a valid tax exemption certificate acceptable to the competent tax authorities. In the event that such certificate is presented, the amount corresponding to the sales tax will be deducted from the total Purchase Price payable by the Buyer.

Payment Terms

Payment for the goods must be made to the Seller before the goods are delivered to a designated carrier for shipment to the Buyer. In cases where advance payment is required, shipment to the Buyer will only be made once the total balance has been paid, according to a date previously established between both parties.

Shipping and Travel Costs

Due to the size and characteristics of the equipment, the Seller will generally make the delivery directly to the establishment or address indicated by the Buyer. Consequently, additional charges will apply for travel and accommodation of the technical staff at the service location, which will be detailed and previously agreed upon.

Delivery of the Goods

The Goods shall be deemed to have been delivered and received by the Buyer when they are physically delivered to the address indicated by the Buyer. The Seller shall determine the method of delivery, but the Buyer shall be responsible for payment of the costs of delivery to the address provided by the Buyer. The Seller undertakes to deliver the Goods within a reasonable time and in accordance with the terms agreed with the Buyer.



Risk of Loss

The risk of loss or damage to the Goods shall be borne by the Seller until such time as the Goods have been delivered to and received by the Buyer. Once the Goods have been delivered, the Buyer shall bear the risk of loss or damage.

The Buyer shall arrange, at its own cost, adequate insurance to cover both the Seller's and the Buyer's liability in respect of the Goods during the process of transport and until final receipt. The insurance shall ensure adequate protection against possible risks of damage or loss that may occur during transit.

WARRANTY

Seller does not assume and does not authorize any other party to assume on Seller's behalf, any liability in connection with the sale of the Products. The foregoing disclaimer of warranties by Seller in no way affects the terms of any applicable warranties of the manufacturer of the Products.

Equipment is warranted for one (1) year, from the date of delivery, either for manufacturing defects, UNDER NORMAL CONDITIONS OF USE ONLY, EXCEPT FOR motors and electrical parts, which are guaranteed for ONE (1) month or (30) days. This electrical warranty DOES NOT include power overvoltage problems or building problems. In the event of any of these, Godfather Food Machinery agrees to service the equipment at the customer's expense. To apply for the warranty, you must present the corresponding invoice or sales receipt. The warranty will be void if the equipment is operated by personnel not authorized by Godfather Food Machinery. **The purchaser accepts the warranty conditions by purchasing the product.**

Warranty is provided by Godfather Food Machinery at our Orlando, Florida location (3777 N. John Young Parkway Orlando, FL 32804). In general, and considering the size of the equipment, a warranty is provided at the facility where the equipment is located. If the equipment requires transportation to our location for repair, such transportation will be at the purchaser's expense. If it is outside the city, the travel or stay of the technician (if necessary) for the installation service or warranty service will be at the expense of the buyer and if parts, pieces, and accessories must be sent, the customer must pay the value of the parts and their shipping.



Warranty Location and Coverage

Warranty is provided directly by Godfather Food Machinery at our facility located in Orlando, Florida (3777 N. John Young Parkway, Orlando, FL 32804). Due to the size of the equipment, warranty will be provided primarily at the facility where the equipment is located.

Should the equipment need to be moved to our facility for repairs, such transfer will be the responsibility of the Buyer. If the equipment is located out of town, the costs of technician travel (if necessary) for installation services or repairs covered by the warranty will be the responsibility of the Buyer. In addition, if parts, accessories or parts must be shipped, the Buyer will be responsible for the costs of the parts as well as the corresponding shipping costs.

Title to the Products

Title to the products shall remain with the Seller until the products have been effectively delivered to and received by the Buyer, or, alternatively, until the Seller delivers to the Buyer a document of title or a registrable invoice of sale for the products, with the necessary endorsement transferring ownership of the products.

Security Interests

The Seller retains a security interest in the goods until full payment has been received from the Buyer. This security interest allows the Seller to recover the goods in the event of the Buyer's failure to meet payment obligations.

Inspection

The Buyer is obliged to carry out an inspection of the products at the time and place of delivery. It is the Buyer's responsibility to verify that the products received match the order and are in suitable condition for use.

Claims

Any claim by the Buyer relating to the products must be notified to the Seller within 10 days of the date of delivery. Failure to notify within this period shall constitute unreserved acceptance of the products by the Buyer, who shall also waive any right to claim relating to the products delivered.



Excuse for Delay or Non-Performance

The Seller shall not be liable under any circumstances for delays, non-delivery or failure to ship the products due to causes beyond its control, such as labor disputes, transportation shortages, delays in receipt of materials, changes in priorities, fires, accidents or other force majeure events affecting both the Seller and its suppliers.

If the Seller, in its sole judgment, is prevented directly or indirectly from delivering the goods within the time specified in this contract or within one month from the date of this contract due to any cause beyond its control, the Seller shall be entitled to terminate the contract by giving written notice to the Buyer. In such event, the Seller shall make a full refund of all sums paid by the Buyer under this contract.

In any other event where the Seller fails to deliver the goods to the Buyer within the time and under the conditions specified in this contract, the Buyer may give the Seller written notice of the failure and proceed in accordance with the terms set out in this contract.

Limitation of Liability

Godfather Food Machinery shall in no event be liable, and Buyer expressly waives all claims against Godfather Food Machinery, for any indirect, incidental, extraordinary, punitive or consequential damages, misuse of the equipment manufactured or sold by Godfather Food Machinery, downtime, loss of profits or any business loss, regardless of whether such damages are based on Godfather Food Machinery's negligence, breach of warranty, strict liability in tort or any other cause of action.

Seller shall not be liable for damages that may arise from circumstances beyond its reasonable control or as a result of improper use of the products. Claims for such damages shall be excluded to the fullest extent permitted by applicable law.

Remedies

Buyer's exclusive remedy and Seller's limit of liability for all loss or damage resulting from defective goods or from any other cause shall be limited to the Purchase Price of the specific delivery on which loss or damage is claimed, plus any transportation charges paid by Buyer.

This remedy shall be the only remedy available to Buyer, and any other claims in excess of this limit shall be excluded under the terms of this agreement.



Returns and Refunds Policy

At Godfather Food Machinery, we strive to ensure your complete satisfaction with every purchase. If for any reason you are not completely satisfied with your purchase, we will be happy to process a refund for the returned merchandise, provided the conditions set forth in this policy are met. Please note that the refund will not include shipping charges or installation/uninstallation costs, which will be the responsibility of the Buyer.

Return Policy

No exchanges or returns will be accepted on sale items within 15 days of receipt of delivery of the order. To process a return, the Buyer must call to obtain a Return Authorization Number (RMA) before returning the equipment. The equipment must be accompanied by a copy of the original receipt and the Return Authorization Number (RMA) must be marked on the outside of the boxes.

Return Procedure

Authorized returns must be sent within 10 days of the return approval date to the address provided by Godfather Food Machinery. Unauthorized returns will be refused and will not be processed.

Inspection of Returned Items

Once the item is received at our fulfillment center, it will be inspected. If the item has been misused or damaged due to improper use, the refund amount will be assessed and the Buyer will be notified by email.

Restocking Fee and Shipping Costs

A 30% restocking fee will be applied to returns, which will be deducted from the refund amount. In addition, the shipping costs for returns will be the responsibility of the Buyer. The refund will be processed within 7 business days of receipt of the returned products. Please expect the refund amount to appear in your account within this time frame.



I, _____, hereby confirm that I have read, understood, and agree to all the terms and conditions outlined in the attached document. I understand that these terms govern the use of the services/products offered by Godfather Food Machinery and agree to comply with all provisions set forth. My signature below constitutes a binding agreement and confirms my full acceptance of said terms.

Signature: _____

Full Name: _____

Date:: _____



+1 3529105594

gerencia@godfatherfoodmachinery.com

3777 N. John Young Pkwy, Orlando, FL 32804

www.godfatherfoodmachinery.com