



**AUTHORIZED SERVICE CENTER AGREEMENT V.092515**

1. This agreement is made by Bu Sung America Corp. / Everest Refrigeration (The Manufacturer), Compton, California, and \_\_\_\_\_ (The Service Agent) for the purpose of the performance of warranty service.
2. The Service Agent agrees that:
  - (a) It will only perform warranty service at the request of the Manufacturer.
  - (b) It will direct all third parties requesting warranty service to the Manufacturer.
  - (c) It will provide adequate facilities, equipment and personnel to effectively service the products in its area.
  - (d) It will obtain and maintain in a current status, adequate insurance, all licenses, permits and other requirement incident to work as required by federal, state, and local ordinances.
  - (e) It will use only OEM replacement parts.
  - (f) It will provide service at the straight time rate of \$\_\_\_ per hour, computed in quarter hour increments. It will charge a \$\_\_\_ trip/truck charge. The Manufacturer will not be responsible for payment of charges in excess of straight time labor unless the charges have been authorized in advance by the Manufacturer’s Service Department.
  - (g) Third parties requesting premium overtime service will be responsible for the difference between the normal straight time service rate and overtime charges.
  - (h) Requests for labor rate adjustments may be made once a year. The Service Agent may submit the request for change to the Manufacturer, attention to the Service Manager.
  - (i) All labor claims of the Service Agent must be received by the Manufacturer for processing within thirty (30) days from the date of job completion. Any issues regarding claims must be raised within six (6) months of job completion.
  - (j) It will respond to all service calls within twenty-four (24) hours, and to emergency calls within four (4) hours. It will complete all calls in a reasonable time.
  - (k) It will have a means of servicing after hours service call requests such as an answering service, pager, or frequently monitored message machine. It will provide services after hours, on weekends, and holidays for those third parties who are willing to pay for the overtime premium.
  - (l) It will guarantee work done for a period of three (3) months after initial service date.
3. The Manufacturer agrees that:
  - (a) It will process all labor claims of the Service Agent and, upon approval thereof, will pay the Service Agent for all reasonable and necessary straight time labor charges as listed in the service procedure labor rate chart. The Service Agent will submit parts and material claims to the Manufacturer.
  - (b) It will provide service diagnostic aid to the Service Agent. Normal call center hours are from 8:00 AM to 5:00 PM Pacific time. **The Manufacturer’s toll free number is (800) 444-6285.**
4. Either party may terminate this agreement at any time with or without cause upon a thirty (30) day prior written notice to the other.
5. It is understood and agreed that this agreement does not change the status of the Service Agent from that of an independent contractor. Under no circumstances shall the Service Agent represent themselves as an employee or an agent of the Manufacturer.
6. It is understood and agreed that this agreement is non-exclusive, non-assignable, and non-transferable. The Service Center agrees to immediately notify Everest Refrigeration in writing when any change in ownership, in part or in whole, or any change in management occurs.
7. This document contains the entire agreement between the parties, and all other understandings or promises of any kind are superseded hereby. This agreement shall not be varied or amended except by an instrument in writing signed by authorized offices of the Manufacturer and the Service Agent.

SIGNED and ACCEPTED in multiple originals effective on the date of (MM/DD/YY):	
Service Company Name:	Manufacturer: <b>Everest Refrigeration</b>
Signed By:	Reviewed By:
Title:	Title:
Signature:	Signature:
Date:	Date:



**AUTHORIZED SERVICE CENTER INFORMATION SHEET**

Company Name:

\_\_\_\_\_

Physical Address:

Billing Address:

Address 1:

Address 1:

\_\_\_\_\_

\_\_\_\_\_

Address 2:

Address 2:

\_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

Contract Person: (Name) \_\_\_\_\_ (Title) \_\_\_\_\_

(Name) \_\_\_\_\_ (Title) \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

Or Social Security Number: \_\_\_\_\_

Type of Business (please circle one): Corporation / LLC / Partnership / Sole Proprietor

Hourly Labor Rate: \$ \_\_\_\_\_

Hourly Overtime Labor Rate: \$ \_\_\_\_\_

Truck Charge Rate: \$ \_\_\_\_\_

Do you provide 24 hour service? *Yes / No* Typical Response Time: \_\_\_\_\_

Number of Technicians: \_\_\_\_\_ Total Number of Employees: \_\_\_\_\_

Area / Cities You Cover: \_\_\_\_\_

\_\_\_\_\_

Additional Notes: \_\_\_\_\_

\_\_\_\_\_

X

Sign:

Date:



### WARRANTY COVERAGE

Everest warrants only the original purchaser of the unit(s) and all parts to be free from defects in material or workmanship under normal and proper use, and maintenance.

Notice: No warranty coverage applies when refrigeration system or reach-in cabinet is used in conjunction with other products.

- (a) Warranty Claims – All claims for labor and parts must be made directly through the Manufacturer. All claims should include the model and serial number of the unit, Third Party's information, proof of purchase, date of installation, and all pertinent information supporting the existence of the alleged defect.
- (b) Three (3) Years for Parts & Labor – Parts and labor warranty is limited to a period of three (3) years from the date of installation or if warranty registration card is not returned, thirty six (36) months after the shipment from Everest's warehouse.
- (c) Five (5) Year for Compressors – The Manufacturer warrants the hermetically sealed compressor for five (5) years, not to exceed sixty (60) months from the date of shipment from the Manufacturer's warehouse. This compressor warranty does not apply to parts such as electrical components, accumulator, condensing & evaporator coil, wiring harness etc. These items are covered by the two (2) year parts & labor warranty.

### WARRANTY EXCLUSIONS:

The following items are not covered under warranty:

- (a) Maintenance, adjustments, and cleaning.
- (b) Light bulbs.
- (c) Repairs due to unauthorized modifications to all the Manufacturer's products or the use of non-OEM parts without prior written approval from the Manufacturer.
- (d) Improper electrical connections resulting from electrical power failures, the use of extension cords, and low voltage or voltage drops to the unit.
- (e) Damage caused by improper installation, electrical supply, water supply or drainage, floods, storms, and/or other acts of God.
- (f) Parts or assemblies subjected to misuse, abuse, neglect, and/or accidents.
- (g) Damage to the interior of the cabinet or refrigeration system as a result of storing non-sealed acidic food and/or products.
- (h) Claims for special, indirect or consequential damages including, without limitation, food spoilage or product loss.
- (i) Outside of the United States.
- (j) Warranty is limited to only the original purchaser. It is not transferable.
- (k) Premium labor rates due to holidays, overtime, travel time, flat rate service call charges, mileage, and miscellaneous tools and material charges not listed on the payment schedule.
- (l) Additional labor charges resulting from inaccessibility of the refrigeration system/reach-in cabinet.

X

Sign

Date



### ***WARRANTY SERVICE GUIDE***

When submitting a service invoice for warranty work, the hours submitted must be within the guidelines listed in our Labor Time Allowance Chart. The time spent on the job should be multiplied by the straight time labor rate to determine the charge. The Manufacturer reserves the right to pay no more than the average commercial hourly rates within the Distributor territory or region of the country.

### ***MULTIPLE REPAIRS DURING SAME SERVICE CALL***

To diagnose and repair or replace more than one item, use up to the highest allowable time for the single repair, then add half of the total time for each additional repair. This does not apply to items listed with a conditional asterisk. Refer to the warranty service labor allowance chart on page 5.

### ***WARRANTY PROCEDURE***

1. Third Party requests service.
2. The Service Agent must refer Third Party to the Manufacturer for warranty verification before initiating diagnosis or repairs. The Manufacturer will not cover for warranty claims not dispatched by their official representative.
3. After diagnosis with Third Party, the Manufacturer dispatches a service agent local to Third Party.
4. After the Manufacturer receives service invoice from the Service Agent, the Manufacturer verifies resolution of the service issue with Third Party.
5. The Manufacturer processes the service invoice after verification.

### ***INSTRUCTIONS FOR SUBMITTING A SERVICE INVOICE:***

1. The Service Agent should supply all of the following requirements. The Manufacturer will not process any service invoices that do not include the required information.
  - (a) The service invoice must contain only one serial number. A new invoice must be created and submitted for each additional serial number serviced.
  - (b) The service invoice must contain the serial number, service date and time, complete customer information, customer signature, an itemized list of charges and a complete explanation of the diagnosis and repair performed by the responding technician.
  - (c) A copy of the Manufacturer-issued work order must be enclosed
  - (d) Requested part(s) must be returned to Everest to prevent delays in processing service invoices.
2. The service invoice shall be submitted within thirty (30) days of the service date. To ensure prompt receipt, it is advised to email the documents directly to [svc@everestref.com](mailto:svc@everestref.com). Alternatively, it can be mailed to: *Everest Refrigeration Service Department, 201 West Artesia Blvd., Compton, CA 90220*

X  
Sign

Date



**WARRANTY SERVICE LABOR ALLOWANCE**

If the service agent does not have required OEM part(s) on hand to resolve the service issue on the first trip, the manufacturer will honor up to one (1) hour in addition to the time allowances listed below for any items with an asterisk (\*). To diagnose and repair or replace more than one item, use up to the highest allowable time for the single repair, then add half of the total time for each additional repair. This does not apply to items listed with a conditional asterisk.

Name of Components	Description	Diagnosis & Replacement (Hours, Up To)	Diagnosis & Repair (Hours, Up To)	Diagnosis & Adjustment (Hours, Up To)
All Freon Leak(s)	Locate and repair leak at any joint * <sup>2,3,4,5,6</sup>		4 ½	
Compressor	Compressor * <sup>1,2,3,5,6,7</sup>	4 ½		
	Relay/Overload/Start Capacitor * <sup>6,7</sup>	1		
	Self Contained Condensing Unit * <sup>6</sup>	2		
Coil	Evaporator/Condenser * <sup>2,3,4,5,6</sup>	4 ½		
	Capillary Tube * <sup>1,2,3,5,6</sup>	2 ½		
Door	Door Hinge * <sup>6</sup>	1		1
	Door Spring Tension * <sup>6</sup>			
	Door * <sup>6</sup>	1		
Drawer Assembly	Drawer Fascia / Sliders / Brackets / Wheels * <sup>6</sup>	2		2
Drainage	U-Trap ( or P – Trap) * <sup>6</sup>	1		
	Evaporator Drain Cover w/ Pan Heater * <sup>6</sup>	1		
Electrical Wire	Harness * <sup>6</sup>	1		1
	Wiring <sup>6</sup>		1	
	Power Cord * <sup>6</sup>	1		
Fan Motor	Condenser/Evaporator Fan Blades * <sup>6</sup>	1		
	Evaporator Fan Motor * <sup>6</sup>	1		
	Condenser Fan Motor * <sup>6</sup>	1		
Heater	Defrost Heater * <sup>6</sup>	1		
	Condensate Pan & Heater * <sup>6</sup>	1 ½		
Lighting	Light Bulb Socket * <sup>6</sup>	1		
	Light (Door) Switch * <sup>6</sup>	1		
Sensor	Overheat Protect (Evap) Sensor * <sup>6</sup>	1		
	Cabinet (Room) Sensor * <sup>6</sup>	1		
Control System	PCB Board * <sup>6, 8, 9, 10</sup>	1		1
	Thermostat and Defrost Timer * <sup>6, 10</sup>	1		1
Vacuum Control	Pressure (Vacuum) Relief Control * <sup>6</sup>	1	1	
Valve	Solenoid Valve * <sup>6</sup>	4	4	
	Other Valves * <sup>6</sup>	3	3	
Defrost	Evaporator Coil * <sup>6</sup>		2	
Others	All Other Parts Replacement * <sup>6</sup>	1		

<sup>1</sup>change cap tube, <sup>2</sup>change drier, <sup>3</sup>evacuate, <sup>4</sup>locate leak, <sup>5</sup>recharge, <sup>6</sup>test, <sup>7</sup>start components (relay & overload), <sup>8</sup>power switch, <sup>9</sup>power relay, <sup>10</sup>rewiring

X

Sign

Date



***MATERIAL COST ALLOWANCE***

The table below shows the maximum that the Manufacturer will pay for the listed materials on a warranty claim.

Material	Maximum Pay
Access Valve	\$5.00
Dye	\$10.00
Nitrogen	\$5.00
R134A refrigerant per system	\$20.00
R404A refrigerant per system	\$20.00
Refrigerant Recovery	\$20.00
Vacuum	\$0.00
Welding Material	\$20.00

X

Sign

Date