

## Standard Terms and Conditions for RMA and Warranties

RMA: Returned Merchandise Authorization – New, in resell-able condition, products in original packaging.

Warranties: Products that are not performing as promised or damaged.

**IMPORTANT:** Before returning any item for credit (RMA) or under warranty repair, you must obtain a Return Merchandise Authorization (RMA) or a warranty claim number by filling out the RMA or warranty claim form.

### RMA:

1. RMA number is valid for 30 days. It will default on the 31<sup>st</sup> day after issuance.
2. Any product returned to ENERVEX without a valid Return Material Authorization (RMA) number clearly marked on the outside of the package will be returned to customer at customer's expense.
3. Customers are responsible for all shipping charges from their facility to ENERVEX.
4. ENERVEX is responsible for return shipping charges from ENERVEX to customer.
5. ENERVEX manufactured products are warranted against defects in material and workmanship for a period of two years from date of purchase, under normal use.
6. ENERVEX will not be responsible for equipment returned without an RMA number.

### Warranty Claim:

1. Warranty claim number is valid for 90 days. It will default on the 91<sup>st</sup> day after issuance.
2. Any product returned to ENERVEX without a valid warranty claim number clearly marked on the outside of the package will be returned to customer at customer's expense.
3. All products being shipped to ENERVEX for repair/exchange must be freight prepaid (customer pays for shipping).
4. If warranty claim is approved, ENERVEX is responsible for shipping charges of repaired/replaced product to customer. If warranty claim is denied, and customer wants the product returned to him, customer must pay for the freight.
5. ENERVEX manufactured products are warranted against defects in material and workmanship for a period of two years from date of purchase, under normal use.
6. ENERVEX will not be responsible for equipment returned without a warranty claim number.
7. ENERVEX will carefully test and evaluate all returned products and will repair or replace defective products that are under warranty at no charge.
8. If the malfunction is due to a manufacturing defect, it will be repaired, tested, aligned, and calibrated as necessary, with strict adherence to factory specified procedures and parts, to working order.
9. If the malfunction is due to an issue not covered by the warranty, a \$35.00 evaluation fee will be charged, plus the actual costs of the repair. ENERVEX's current shop rate is \$100.00 per hour, plus parts.

10. If ENERVEX cannot duplicate the problem or condition causing the return, the unit will be returned to the customer at the customer's cost as: "No Problem Found" and a \$35.00 evaluation fee will be charged.
11. Repaired or replaced product will be subject to the original warranty period but not less than 30 days.
12. Denied products will be returned or discarded, per the customer's discretion, after 30 days of notification of denial.

## **Limitation of Warranty**

1. This warranty will become void when service performed by anyone other than ENERVEX or an approved ENERVEX warranty service dealer results in damage to the product.
2. This warranty does not apply to any product that has been disassembled, defaced, altered, subjected to abuse, neglect, or accident, exposed to faulty power, lightning strikes, that has had serial number altered or removed, or that has been connected, installed, adjusted, or repaired other than in accordance with instructions furnished by ENERVEX.
3. This warranty does not cover labor costs for removing and reinstalling the equipment for repair or for any expendable parts that are readily replaced in normal use.
4. The sole responsibility of ENERVEX under this warranty shall be limited to repair of this product, or replacement thereof, at the sole discretion of ENERVEX.
5. If it becomes necessary to send the product or any defective part to ENERVEX, the product must be shipped in its original carton or equivalent, fully insured with shipping charges paid.
6. ENERVEX will not assume responsibility for any loss or damage incurred in shipping.
7. For complete, system specific warranty terms, please refer to the warranty section of the ENERVEX.com website.

## **Goods Damaged in Transit**

ENERVEX ships all item FOB Factory. This means that title for the item transfers to the buyer once the courier picks up the package. If there is damage, a claim must be filed with the courier by the owner of the goods, which is the buyer. Shipping damage is not covered by the warranty.

Shipping firms do have legal obligations and limitations as to when and how much to compensate for damage, but only if the claim is filed on time and in the correct manner. You must file the claim as soon as possible.

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