

Description:

All parts distributed by ECS Corp are warranted to the original purchaser to be free from defects for a period of one (1) year from the date of the shipment. During the warranty period, ECS will replace any part that proves to be defective in material or workmanship.

Warranty Exclusions: i) this warranty is non-transferable; ii) this warranty does not cover any damage due to misuse, abuse, neglect, accident, vandalism or improper installation; iii) this warranty does not include any damage incurred during the shipping process; and iv) ECS is not responsible and will not pay for any labor charges; damage incurred during installation, repair, or replacement; damage incurred to other related parts, injuries, loss of income, incidental and consequential damages; or any loss whatsoever connected therewith.

Return Guidelines and Restocking Fee:

Any electronic part that is shipped in a static bag cannot be returned if the static bag seal is broken.

In the event a returned part is damaged due to improper return packaging, misuse, abuse, neglect, accident, vandalism, or improper installation, any fees or charges incurred by ECS will be charged to original purchaser.

All parts returned as "defective" will undergo a full evaluation. If the evaluation reveals that the part is not defective, the part will be returned to original purchaser, who shall be charged the price of the part, and evaluation fee, freight cost, and any other fees or charges incurred by ECS. Evaluation times will vary but are approximately 60 days.

In order for credit to be issued on a non-warranty returned part: i) it must be returned to ECS unused and in like-new condition, in its original packaging (carton); and ii) it must be returned to ECS within thirty (30) days from the original purchaser's receipt of a Return Material Authorization (RMA) number.

A 25% restocking fee will be charged on all non-warranty parts returned to ECS within thirty (30) days from the original purchaser's receipt of the RMA number. A 50% restocking fee will be charged on all non-warranty parts returned to ECS after thirty (30) days from original purchaser's receipt of the RMA number.

Non-warranty parts cannot be returned after 60 days from the date of purchase.

Terms:

The following warranty terms (hereinafter referred to as "Terms") shall apply the warranty then in effect for the parts distributed by ECS. No other warranty terms shall apply unless expressly agreed by and between ECS and the purchaser of the Parts ("Purchaser").

1. ENFORCEMENT OF WARRANTY

1.1 Notice The Purchaser shall notify ECS in writing or verbally of any defects in the Parts, which the Purchaser has detected and requires to be corrected under this Warranty. Such notice shall be made without delay, but in any case within fourteen (14) days of detecting the defect and during the term of the Warranty. The notice shall contain a description of the defect and a description of the probable cause of it.

1.2 Remedy If, after appropriate tests and inspections by ECS, the Equipment is found to have defects that fall within this Warranty, exclusive remedy shall be made, at the sole option of ECS, by either repairing the defects or faults, or by supplying the respective correct parts to the Purchaser. Either ECS or the Purchaser or a third party shall perform repairs, at ECS's discretion.

2. PRECONDITIONS FOR WARRANTY

2.1 Handling of equipment This Warranty is given on the condition that the Equipment is in all respects erected, operated, handled, serviced and maintained properly, in accordance with ECS's instructions and under normal operating conditions.

2.2 Exclusions Excluded from the Warranty are, and ECS shall have no responsibility for damages of any kind as a result of one of the following events: the repair or replacement of the Part or any part thereto becomes necessary due to normal wear and tear, vandalism, accidents or negligence or otherwise without any fault of ECS; the part is an exhaustible item or is listed in the spare part recommendation for the Equipment; ECS has purchased the part from an identified manufacturer and resold it to the Purchaser, in respect of which the manufacturer's original warranty applies; repairs, alterations or adjustments to the Part have been performed or originated by the Purchaser or any third party without ECS's prior written consent; unsuitable raw or working materials have been used when operating the Part.

3. DEFECTIVE PARTS

3.1 Transportation The Purchaser shall bear the cost and risk of transport of defective parts to ECS's facility, while ECS shall bear the cost and risk of transport of repaired or replacement parts to the destination stated in the Agreement.

3.2 Defective parts At ECS's request, defective parts replaced in accordance with this Warranty shall be placed at the disposal of ECS.

3.3 Permission to return Any defective parts shall not be returned without authorization from ECS. The authorization would be a Returned Material Authorization (RMA) issued by an ECS Representative. This RMA number must appear on the outside of the equipment and/or carton being returned.

4. PAYMENTS DUE BY THE PURCHASER

4.1 Monies Due Any monies due to be paid by the Purchaser to ECS shall be paid in full, and ECS shall credit the Purchaser for any warranty claims separately, if necessary.

4.2 Deductions Should the Purchaser make any deductions, ECS shall forthwith be discharged from the performance of its obligations under this Warranty until the Purchaser has paid ECS such deduction in full.

5. SHIPMENTS

5.1 Warranted Parts Shipments of warranted Products or parts thereof can be done via air if the warranted parts weigh less than 100 lbs. or ground/ocean freight if the warranted parts exceed 100 lbs.

5.2 Determination of Ship Date The date of shipment can be noted on the packing slip enclosed in the container if the shipment is for parts shipped from ECS, Broadview, IL or ECS, Las Vegas, NV. If they are components shipped from a factory at another location, the bill-of-lading for that shipment or in the case the purchaser did not receive a bill-of-lading the freight bill from the freight handler will determine the exact date of shipment.

5.3 Short Shipments Once ECS is notified of a short shipment and has verified it via "Warranty Claim" ECS shall at its own expense send the products that were not contained in the original shipment to the purchaser. If the short shipment parts weigh less than 100 lbs. then ECS can ship the parts via airfreight. If the short shipment parts weigh over 100 lbs. then ECS will use the same method of transportation used for the original shipment. If the original was ocean/ground freight, ECS will pay for the ocean/ground freight equivalent only. Note: ECS will not be responsible for additional duties charged for bringing a "short shipment" or "warranted item" into any country. In addition, ECS shall not pay the import duties and customs charges of the "short" products that were not contained in the original shipment. ECS reflecting the fair market value of the short-supplied item will issue a "No Charge" commercial invoice.

THIS WARRANTY IS THE ONLY WARRANTY MADE BY ECS AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.