

## Return Procedure

If this product requires service, you must call your TR Encoder Solutions Inc. /TR Controls Inc. (TR) office and request a Return Material Authorization (RMA) number. The product must be packaged in a sturdy carton with the RMA number clearly marked on the outside, and shipped prepaid to the address provided to you by your TR representative. No products shall be returned to TR without prior consent. Products which TR consents to have returned shall be shipped F.O.B. TR. **A purchase order number is required before any inspection or work is performed on your product regardless of reason for return.** Any work that is deemed by TR to be warranty will be completed at no expense to the customer. Please include the following in any shipment to TR:

1. A description of the problem/s that you have experienced.
2. The name and phone number of a contact person from your company
3. A hard copy of your purchase order number showing your bill-to and ship-to addresses and any special shipping instructions.

## Warranty Policy

1. **LIMITED WARRANTY.** TR Electronic warrants that all equipment sold hereunder has been inspected and tested and found to meet its published specifications when shipped from Seller's plant. Seller warrants that said equipment will be free from defects in material and workmanship for a period of 24 months from the date of shipment; provided, however, that this warranty does not apply to normal deterioration of replaceable or renewable parts and components. **EXCEPT FOR THE WARRANTY EXPRESSLY SET FORTH IN THE PRECEDING SENTENCES, SELLER MAKES NO WARRANTY (EXCEPT AS TO TITLE), EXPRESS, IMPLIED, BY DESCRIPTION, BY SAMPLE OR OTHERWISE, AND IN PARTICULAR AND WITHOUT LIMITATION MAKES NO IMPLIED WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR PURPOSE.** No modifications are authorized in this warranty unless in writing and signed by the President or any Vice President of Seller.

2. **REPAIR OR REPLACEMENT EXCLUSIVE REMEDY:** If any item of equipment fails to conform with the provisions hereof, Buyer's sole and exclusive remedy is to return the non-conforming equipment for repair, replacement or, at Seller's option, refund, to Seller's factory, transportation charges pre-paid. If Seller confirms that such equipment is non-conforming, Seller will repair or replace the same, free of charge F.O.B. the Buyer's designated location in Canada, or at its option, Seller may refund or credit the purchase price paid for the non-conforming equipment. Seller's obligation hereunder is subject to the other terms and provisions hereof, and shall terminate no later than one year from the date of shipment of the equipment.

3. **LIMITATION OF LIABILITY- NO CONSEQUENTIAL DAMAGES.** Seller's liability, whether in contract, in tort, or otherwise arising in any way in connection with the equipment sold hereunder, the non-delivery of said equipment or in any other fashion in connection with the equipment or its sale (a) shall not include liability for any incidental or consequential damages, loss or expense, such as, but not limited to, loss of profits, loss from business interruption, loss of information, damage or injury to, or death of, persons or property, or other monetary loss and (b) in any event shall not exceed the amount paid for the equipment in connection with which the liability arises.

## Return for Credit Policy

If a customer wishes to return product for refund, credit will only be given to the original purchaser of the product when returned within 30 days of the original invoice date and all of the following conditions are met:

1. Reason for credit return must be given to TR Sales who will provide final approval before any materials are accepted at TR. If material is returned to TR without an authorized RMA number, the shipment will be held pending the approval of TR Sales personnel.
2. A standard restocking fee of 30% will be applied to the customer's account, to cover the cost of processing and inspection.
3. Product must be returned in its original, complete packaging including all connectors and accessories originally sold with the product. Product must not have been used, installed or applied in any way. Product must not be damaged mechanically, electrically or physically in any way.
4. The product will be processed through the TR Repair Department and inspected for any mechanical or electrical damage. The TR repair technicians will note any missing components or accessories at that time. Any missing components or accessories are the responsibility of the customer, the cost of which will be debited from their account.
5. If the product is found to have electrical or mechanical damage, it will be either:
  - a. Returned to the customer as is, or
  - b. Repaired and returned at the customer's expense