



Limited Warranty. All ERP's products, except electronic parts, are warranted for a period of one year from the installation or date of sale by an authorized distributor, against defects in workmanship, materials and/or operation subject to ordinary conditions, as it pertains to particular installations. ERP's only obligation under this warranty is to repair, replace, or issue credit for, in its sole discretion, any of its products determined by ERP to have been defective within one year of the installation or the sale date by an authorized ERP distributor. Electronic parts are not returnable.

To make a claim under this warranty, Buyer must provide to ERP the product's: (i) ERP part number; (ii) Proof of the date of installation or sale by the authorized distributor; (iii) Date of failure; (iv) Make and model of unit installed on; (v) Type of failure (described in as much detail as practical); (vi) Name, address, phone number of service company; (vii) Name, address, phone number of owner of the unit; and (viii) Invoice date of purchase. All claims relating to this warranty should be directed to ERP's Customer Service Department. Items will not be processed until ERP has the purchase order or invoice number corresponding to the items claimed. Upon receipt, ERP will provide Buyer a warranty return authorization packing slip that must be included with return. Products for which a warranty claim is made must be returned to ERP for inspection, with shipping charges prepaid by Buyer. A list must be included listing each warranty item by part number, quantity and purchase order or invoice number. Buyer must include an email address, phone number, and the person's name that the return authorization should be directed to. To be eligible for a warranty claim products must have a warranty tag attached to each item. Products repaired or replaced under this warranty are warranted only through the remainder of the original warranty.

(11) LIMITATION OF LIABILITY. ERP's warranty does not cover the following:

- (i) Glass, ceramic and plastic items;

(ii) Any product that, in ERP's reasonable estimation upon inspection, reflects improper installation or application, abuse or tampering, burned contacts, stripped threads, or water or fire damage;

(iii) Any oven, furnace, or dryer igniter damaged during transit that is NOT reported to ERP within fifteen (15) days of receipt.

OTHER THAN AS SET FORTH HEREIN, ERP MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES AS TO THE PRODUCTS OR SERVICES, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE, AND SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ALLEGED TO ARISE FROM ANY WARRANTY NOT EXPRESSLY SET FORTH AND PERMITTED HEREIN. ERP EXPRESSLY DISCLAIMS ANY WARRANTY FOR ANY DAMAGE RELATED TO INSTALLATION, LABOR, OR PRODUCTS USED IMPROPERLY. ERP's liability (whether under the theories of breach of contract or warranty, negligence, or strict liability) for its products shall be limited to repairing or replacing parts found by ERP to be defective or, at ERP's option, to extending credit for the purchase price of such products or parts.

(12) Returns. Products may only be returned after first obtaining ERP's written permission and a Returned Goods Authorization (RGA) number. If ERP authorizes the return of products, they must be unopened, unused, in good working order and condition, and be securely packed and shipped by Buyer in order to reach ERP without damage, with a copy of the RGA number prominently displayed and must be returned within 1 calendar year of purchase. ERP reserves the right to refuse credit or reduce credit for any return that is open, damaged, compromised, or otherwise not in the condition it was in when shipped by ERP (i.e., new, refurbished, unused, as applicable). Credit for returns is limited to the price paid for the product only, less any restocking fee, if applicable; Buyer is still responsible to pay for shipping, transit, and insurance costs, including such costs to return the products to ERP. If product is returned to ERP without a valid RGA number, ERP may, in its sole discretion: (i) extend credit for the returned items, minus a 20% restocking charge; or (ii) dispose of unauthorized returns with no credit to Buyer. In the event a product is sent to ERP that was not originally purchased from ERP, ERP reserves the right to discard this product. Buyer has 30 days to pay the shipping and handling fee otherwise ERP will dispose of the product with no further recourse for Buyer.

(13) Nonconformity. Claims for products failing to conform to ERP's specifications, defective goods, freight damage, shortages, pricing discrepancies or incorrect parts must be made within fifteen (15) days of delivery receipt. All products and services sold by ERP are to be inspected upon receipt and should any of such products fail to meet the written specifications accepted by ERP, Buyer shall not return the same, but shall

notify ERP. Reports of discrepancies must contain the following information: (i) purchase order number; (ii) ERP invoice number; (iii) number and condition of cartons received; and (iv) any other relevant facts that may be helpful in tracing the cause of the problem. ERP will, at its option, either repair or replace nonconforming products upon their return or refund/credit the purchase price of such products. ERP accepts no responsibility for damaged or missing cartons on common carrier shipments unless the delivery receipt is properly signed by carrier agent with discrepancy noted. All shipping discrepancies will be checked by ERP, and where applicable, credit will be issued. Deduction from payment will not be allowed.

(14) DISCLAIMER OF DAMAGES. IN NO EVENT SHALL ERP BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS OR SERVICES PROVIDED BY SELLER, INCLUDING WITHOUT LIMITATION, BREACH OF ANY OBLIGATION IMPOSED ON ERP HEREUNDER OR IN CONNECTION HEREWITH. CONSEQUENTIAL DAMAGES SHALL INCLUDE, WITHOUT LIMITATION, LOSS OF USE, INCOME OR PROFIT, OR LOSSES SUSTAINED AS THE RESULT OF DELAY, INJURY, (INCLUDING DEATH TO ANY PERSON) OR LOSS OF OR DAMAGE TO PROPERTY (INCLUDING WITHOUT LIMITATION PROPERTY HANDLED OR PROCESSED BY THE USE OF THE PRODUCTS). BUYER SHALL INDEMNIFY ERP AGAINST ALL LIABILITY, COST, OR EXPENSE WHICH MAY BE SUSTAINED BY ERP ON ACCOUNT OF ANY SUCH LOSS, DAMAGE, OR INJURY CAUSED BY OR RELATED TO THE ACTIONS OF BUYER.

(15) Risk of Loss. Unless otherwise agreed, the risk of loss to the products shall rest with Buyer upon delivery to the carrier at ERP's facility, including risk associated with any products subsequently returned to ERP.

(16) Entire Agreement, Modification and Waiver. Upon ERP's acceptance of Buyer's order, the terms and conditions set forth herein shall constitute the entire agreement between Buyer and ERP and no statement, correspondence, or other terms shall modify or affect the terms hereof. No change in these Terms and Conditions will be valid unless in writing approved by ERP. These Terms and Conditions govern and control any transaction between ERP and Buyer notwithstanding ERP's use of Buyer's purchase order number as an accommodation to Buyer. No waiver by ERP of a breach of any provision hereof shall constitute a waiver of any other breach of such provision or any other provision. No change in the order will be valid unless approved by ERP in writing. If any such change causes an increase in the cost of performing the order or in the time required by its performance, an equitable adjustment will be made and the order modified in writing accordingly.

(17) Governing Law, Forum, and Severability. Any dispute which may arise hereunder from the relationship between ERP and Buyer or from any order or for any products or services purchased hereunder shall be governed by the laws of the State of Illinois without regard to rules governing conflict of laws. ERP and Buyer hereby consent to the exclusive jurisdiction of any state or federal court located within Cook County in the State of Illinois, in the United States of America, and agree that all actions or proceedings arising out of or relating to these Terms and Conditions and any agreement, order, invoice, or other issue between the parties shall be litigated in such courts. Any provision herein prohibited by law shall be ineffective to the extent of such prohibition and without invalidating the remaining provisions hereof.

(18) Termination Clause. ERP may limit, suspend, or stop providing products to Buyer if Buyer fails to comply with these terms, causes any legal liability to ERP, or disrupts ERP's business in any way. ERP reserves the right to change these conditions from time to time, and any such changes will be provided to Buyer at least 30 days before such changes go into effect.

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