



Warranty, Returns for Credit, and Service Policy for Heater Control Products

This Policy Statement addresses and is divided into three topic sections: Warranty, Returns for Credit, and Service Policies for Heater Control Products. This Policy Statement replaces and supersedes any and all other previous versions or summaries of this Policy Statement. Any reference to this Policy Statement appearing in any other document should refer to the current revision of this Policy Statement as it appears here. No other version, revision or summary of this Policy Statement in any document other than this one will be considered valid or binding.

Warranty

Basic Warranty Policy

The sole exclusive warranty which ETI makes with respect to goods sold is that they are free from defects of material or workmanship for a period of two (2) years from the date of ETI's original invoice. ETI's warranty is conditioned upon proper use and installation of the goods by the customer. This warranty is subject to the conditions that any defect has not been caused by misuse, neglect, improper installation, improper operation, improper maintenance, repair, alteration, accident, or unusual deterioration or degradation of the equipment or component parts thereof due either to the physical environment or to electrical or electromagnetic noise in the environment.

This warranty is further subject to the condition that any product manufactured by ETI must be installed in strict accordance with instructions as stated in ETI instruction manuals or related product support literature, the National Electrical Code, and applicable local electrical and building codes by an electrical contractor, electrician, or electronic technician whose principal occupation and training is the installation and/or maintenance of electrical and electronic equipment. This warranty does not extend to any product manufactured by ETI which is not in its original installation or at its original installation site.

This warranty does not cover:

1. Damage incurred during shipping. If product arrives damaged or appears upon visual inspection to have been damaged or compromised during shipping, then the customer should initiate a claim with the shipping company or contractor. ETI is not responsible for damage incurred during shipping. ETI recommends that all product shipments be insured.
2. Normal "Wear and Tear" as determined by ETI.
3. Those portions of any product designed to be embedded in pavement, after such embedment has been performed.

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4. Components not manufactured or furnished by ETI which form a part of any system.
5. The system, as such, which includes components manufactured or furnished by ETI, unless ETI warrants the entire system in writing.
6. The workmanship of any installer of products manufactured by ETI. ETI does not assume any liability of any nature for unsatisfactory product performance caused by improper installation.
7. Improper use or application of any ETI product other than that for which that product was specifically designed and intended.
8. Any costs for labor for removal or reinstallation of parts or for necessary transportation to ETI.

The Customer's exclusive remedy for claims arising from defective or nonconforming goods shall be limited to the replacement or repair thereof or a credit for all or a portion of the purchase price thereof, at ETI's option. ETI shall not be liable for any losses, damages, or expenses, whether direct, indirect, incidental, or consequential damages. ETI's total liability, whether arising from or based upon breach of warranty, breach of contract, tort (including ETI's negligence), strict liability, indemnity or any other cause or basis whatsoever, is expressly limited to the purchase price of the goods.

Defective parts must be returned via the channels through which they were purchased. Product returned to ETI is considered customer's property. ETI will examine and determine that nonconformities actually exist, at which time ETI will replace non-repairable product that is under warranty. ETI will normally repair or replace all product deemed nonconforming and under warranty.

The customer is responsible for prepaying for inbound freight charges for all returns, including warranty returns, returns to stock, service, and out-of-warranty returns.

Initiating a warranty claim is done by following the steps described below.

ETI recommends that the customer first verify that the product is still under warranty, based on the original Date of Purchase and the stated warranty period.

1. If product does not appear to be operating properly, the customer must first read the instruction manual and make sure they understand the proper operation. Follow any troubleshooting instructions listed in the manual and document the findings. It is recommended that the customer also check ETI's website at www.networketi.com for product and literature updates that may assist in troubleshooting the problem.
2. If the problem has not been found, the customer should call ETI Technical Support. A service case will be opened and a case number will be issued to the customer. This case number should be referenced during further communications with ETI.

3. If, after evaluating the case and working with the customer to troubleshoot the product in the field, the problem has not been solved, ETI Technical Support will issue a Return Merchandise Authorization (RMA) to the customer. Should a customer request an RMA number without first working to troubleshoot the part with ETI Technical Support, the following will occur:
 - a. ETI will issue the RMA which will be valid for thirty (30) days. The RMA needs to be clearly marked on the outside of the package.
 - b. Should the product, upon return to ETI, be found to be in good operating condition, then the customer shall be liable for a service bench charge and return shipping charges for their product from ETI back to the customer.
 - c. If the customer fails to pay the service bench charge and/or return shipping charges, their product will be disposed of after 45 days and ETI will not be responsible for the product.
4. After the RMA is issued, the customer needs to return the products to ETI at the customer's expense. The unit needs to be packaged in such manner so as to ensure it is not damaged in shipping (original packaging is preferred). The RMA number must be clearly marked on the outside of the package.
5. Upon return of the product to ETI, ETI will evaluate the product. Should the product be found to be defective and under warranty, ETI will repair, replace, or, in special circumstances, issue credit for the product at ETI's discretion.

Notwithstanding the foregoing, ETI shall have no liability whatsoever unless:

1. Buyer promptly notifies the ETI Service Department after discovery of an alleged nonconformity and includes a detailed explanation of the alleged nonconformity.
2. Buyer promptly requests an RMA number from the Service Department and returns the product to ETI, postage prepaid. Note that under no circumstances will an RMA number be considered valid for more than 30 days after being issued. Product thought to be defective must be returned to ETI within 30 days of an RMA being issued. Product not received by ETI within 30 days after issuing an RMA will not be accepted and will be returned to the customer.
3. ETI examination of such goods establishes to ETI's satisfaction that such alleged nonconformities actually exist and occurred during proper and normal use and were not caused by accident, misuse, neglect, alteration, or improper installation, repair, testing, or such other cause or causes outside the responsibility of ETI.

Under special circumstances, where it is more cost-effective to field replace a unit, ETI will issue a credit for a replacement unit if the following occurs:

1. ETI Technical Support has evaluated the situation and attempted to troubleshoot the unit with an on-site electrician or qualified individual and determined that it may be more cost-effective to replace the unit.

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2. A valid Purchase Order is issued to ETI for the replacement unit. The Purchase Order must reference the RMA number or, at a minimum, reference that it is a Service replacement.
3. An RMA must be issued within one (1) week of the Purchase Order and must reference either the Purchase Order or the fact that a replacement is being ordered and credit is being requested.
4. The identical Part Number as ordered on the Purchase Order is returned within 30 days with the RMA clearly marked on it.
5. The returned product is determined to be under warranty, is defective, and shows no signs of abuse, improper use, or alteration.

If the above conditions are not met, the customer is expected to pay the Purchase Order in full and no credits will be issued.

Note that ETI will pay only for surface or ground freight for warranty repairs being returned by ETI to the customer. If overnight or other special shipping arrangements are required for expedited shipment, such arrangements will be at the customer's expense.

Warranty Bench Charges

Product returned to ETI under warranty that is found to be in good working order is subject to a bench charge and payment of return freight before the item will be returned to the customer. This bench charge will be waived if the following conditions are met:

1. The customer, contractor, or end user has contacted ETI's Service Department, received a Service Ticket Number (STN), and has attempted to troubleshoot the product with ETI's Technical Support before an RMA has been issued.
2. The RMA is issued and the product is returned to ETI within 30 days of the STN being issued.
3. The product returned is the same product (Serial Number & Date Code) that was evaluated and troubleshot over the phone with ETI Technical Support.

Product for which an STN or RMA has been issued, yet which the customer has already removed or disconnected before calling ETI Technical Support, or if the customer refuses to work with ETI Technical Support in troubleshooting the product for any reason, will be subject to a bench charge if the unit is returned to ETI and found upon ETI evaluation to be in good working order.

Out-Of-Warranty Bench Charges

For out-of-warranty products, refer to the Service portion of this Policy Statement.

RETURNS FOR CREDIT

Limitations to Basic Return Policy

Limitations to Basic Return Policy are as follows:

1. The restocking charge applies to the original net invoice amount.
2. ETI is the final and absolute authority for determining the condition of returned equipment. ETI reserves the right to perform parametric testing before returning product to stock and a bench charge may be issued if the product is found to be defective.
3. ETI may consider the sale final if the Date Codes and/or Serial Numbers on the returned units do not match ETI records or the original invoice.
4. All returned product must be present and complete, with all manuals and accessories, and in new, original condition.
5. The sale is considered final if the product has been installed, abused physically, or modified.
6. The customer returning the unit is responsible for paying all shipping charges associated with the return of the product.
7. The ETI RMA system must be followed when returning product for restocking. Product returned without an RMA number clearly marked on the box will not be accepted by ETI.
8. ETI reserves the right to declare sales final in the event that the product has been discontinued or replaced with a new or updated equivalent.

Service

ETI will perform service work on repairable products. All service work must be returned to ETI under an RMA which notes that it is a Service return. A formal quotation will be issued to the customer upon return of the product and a Purchase Order will be requested once the customer has determined that they want to pay for Service. All Service work will carry a minimum charge of \$32.50 (US) to evaluate the problem. An estimate may be issued to the customer before returning the product, but the final quotation will be based upon condition of the returned unit. If, after receiving the estimate, the customer should decide not to proceed with the repair, the customer will still be required to pay the service bench charge of \$32.50, as well as the return shipping charges. Before service work will be authorized to begin, a Purchase Order for the repair work and all applicable shipping must be received by ETI.

The serviced product will be fully tested and functionally verified before being returned to the customer. Service work will come with a 90-day warranty limited by all the terms and conditions of our standard warranty.

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