ERBESSD INSTRUMENTS

TERMS & CONDITIONS & SHIPPING POLICY SUMMARY

FOR US AND INTERNATIONAL PURCHASES **DELIVERY TIMES** (ONLINE OR OFFLINE PURCHASES)



CONSIDERATIONS

• Seller ships (see table shipping times below) after receiving the payment (PayPal*, electronic transfer or credit card. 100% prepay unless otherwise accepted and approved at the sole discression of ERBESSD-INSTRUMENTS. All EI-Series, SBS-Series, and orders with values in excess of \$10,000 require a minimum of 50% prepay. All International Orders require 50% prepay without exception. All Travel & Living Expenses and Training engagement require 100% prepay without exception. Maximum Net 30 on any remaining balances.

- All items are tested in accordance with our ISO:9001 Quality Management System before shipping.
- The shipping cost DOES NOT INCLUDE import taxes.
- The transit time depends directly on the country of destination and the courier service used.
- Delivery times may vary, especially during peak seasons.

• 10 Days Worry Free Guarantee- if after giving us the opportunity to solve any technical deficiency on the product and the customer is dissatisfied, the product can be returned (DigivibeMX only) for a full refund less 10% of restocking fee and shipping costs.

• El reserves the right to modify the design as needed to fulfill the form, fit, and functions of our products. This may include changes or upgrades made to the parts and components of the devices based upon our continuous improvement process or supply chain constraints. Any changes will be fully covered by the El warranty.

SHIPPING TIMES

SBS SOFT BEARING SUSPENSIONS (SBS SERIES)

Seller ships within **6-12 weeks** after receiving cleared payment.

BALANCING MACHINES (EI SERIES)

Seller ships within **6-12 weeks** after receiving cleared payment.

DIGIVIBE & ACCESSORIES

Seller ships within **1-10 days** after receiving cleared payment.

PHANTOM & WISER

Ask for quote.

RETURN POLICY

- After receiving the item, it must be returned within the next 10 days, with all original accessories and packaging, such as:
 - Box, bags and/or labels.
 - Accessories (as cables, sensors, etc.) Manuals and warranty card.
 - Gifts and additional items.
- Buyer must pay the return shipping cost without any exception.
- Refund will be given as money back or item exchange (buyer's choice) less restocking fee of 10% & shipping cost.
- The refund policy DOES NOT include banking and exchange commissions.

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ERBESSD INSTRUMENTS[™]

ERBESSD INSTRUMENTS TECHNOLOGIES, INC 19 Exchange Street Glens Falls, NY 12801 USA

WARRANTY: ERBESSD-INSTRUMENTS warrants to Buyer that the Goods (excluding any software supplied with the Goods, which Software License and Buyer's rights there to is set forth below in Section 6) sold hereunder will be free from defects in material and manufacture at the time of title transfer under normal use and service, provided that ERBESSD-INSTRUMENTS liability and Buyer's exclusive remedy under this warranty is limited to the repair or replacement, at ERBESSD-INSTRUMENTS election, of Goods which are shown to ERBESSD-INSTRUMENTS reasonable satisfaction to have been thus defective and returned to ERBESSD-INSTRUMENTS within one (1) years after date of shipment of Goods to Buyer.

Written notice of a warranty claim must be given promptly by Buyer to ERBESSD-INSTRUMENTS and, in no event later than sixty (60) days after Buyer's discovery of a defect within the warranty period. Any defective product must be returned to ERBESSD-INSTRUMENTS within 10 days of the notification of warranty claim. Transportation charges for the return of such defective Goods to ERBESSD-INSTRUMENTS and risk of loss thereof shall be borne by Buyer. Reshipment of the newly manufactured or repaired Goods to Buyer and risk of loss thereof shall be borne by ERBESSD-INSTRUMENTS, and are warranted for the remainder of the applicable warranty period or for ninety (90) days after shipment of the newly manufactured or repaired Good, whatever period is longer.

This warranty shall not apply to any Goods or Goods parts which in ERBESSD-INSTRUMENTS sole judgment (1) have been repaired or altered outside ERBESSD-INSTRUMENTS facilities in any way so as to affect the safety, function or reliability of the Goods or Goods parts, or (2) has been subject to misuse, negligence, accident or other abuse. Under no circumstances shall the warranty set forth in this Section apply to any Goods which has been used with unapproved components or to any Goods, which have been customized or modified, damaged, or misused.

Third-Party-Goods (Tablets, Smartphones and other Third Party Goods) Warranty. Notwithstanding ERBESSD-INSTRUMENTS warranty in above, and in lieu of such ERBESSD-INSTRUMENTS warranty, the warranty offered by the manufacturer of a third-party-manufactured good sold or supplied by ERBESSD-INSTRUMENTS(such as a PDA, Tablet PC, Laptop, or Smartphone) is the exclusive warranty applicable to such component sold in connection with the ERBESSD-INSTRUMENTS Goods purchased hereunder. A copy or copies of such third-party manufacturer and is incorporated herein by reference and is Buyer's warranty of such third-party-manufactured good.

ALL BATTERIES ARE A CONSUMABLE ITEM AND THUS HAVE A LIMITED 90 DAY WARRANTY

IP PROTECTION & DROP & SHOCK PROTECTION (Intrusion Protection & MIL-STD 810) - ERBESSD INSTRUMENTS designs, manufactures, and tests Phantom, WiSER, and DigivibeMX family products in accordance with industry best practices to achieve applicable IP and MIL-STD ratings. When these products are dispatched from our facilities they meet or exceed the published IP and Drop/Shock Specifications. A reasonable amount of care should be taken and is the responsibility of the consumer. Splash, water, and dust resistance are not permanent conditions and resistance might decrease as a result of normal wear, thermal effects and other environmental characteristics outside the control of ERBESSD INSTRUMENTS. Liquid damage is not covered under warranty under any circumstance.

Service Warranty For Services to Repair Goods Not Within the Warranty Period - Repair services provided by ERBESSD-INSTRUMENTS under an Order to repair a Good which is Service Warranty For Services to Repair Goods Not Within the Warranty Period. Repair services provided by ERBESSD-INSTRUMENTS under an Order to repair a Good which is not within the warranty period are warranted for ninety (90) days after ERBESSD-INSTRUMENTS ships the serviced Good back to the Buyer ("Service Warranty"), provided that such Service Warranty only extends to the service ERBESSD-INSTRUMENTS provided in such repair (including parts or components of the Good repaired or replaced in the serviced Good), and the Service Warranty shall not apply to any other part or component of the Good not submitted for service and described in the Order Confirmation to be repaired.

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WAREHOUSING CHARGES: In the case of finished materials/goods/machines etc. upon notification from ERBESST INSTRUMENTS customer must arrange for materials dispatch via ERBESSD INSTRUMENTS carrier as quoted by ERBESSD INSTRUMENTS or via customer carrier within 15 calendar days of notification of completion of finished materials/goods/machines etc by ERBESD INSTRUMENTS. Following the 15 day notification period a warehousing fee of \$50 USD/week will be assessed.

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