



EFD 895 ESPEC WARRANTY PROCEDURE

For assistance with warranty service, please follow these simple steps:

1. Troubleshooting:

- Before placing a warranty call, refer to the "troubleshooting" section in your manual for guidance in identifying and resolving the issue.
- Ensure all utilities are properly connected to the chamber and are functioning correctly.

2. Verify Warranty Period:

- Find the ship date on the chamber data tag.
- Confirm the chamber is within the warranty period by referring to the Warranty Policy in your Chamber User's Manual.

3. Contact ESPEC Customer Support:

- Call **616.896.6100** between 8:00 am and 8:00 pm Eastern Time, or email support@espec.com.
- When placing the call, have the following information ready:
 - Chamber Model and Serial Number (located on the data tag).
 - Detailed information about the suspected failure or alarm.
 - Operating mode at the time of failure (heating, cooling, temp., humidity).
 - Details of the program being run at the time of failure, including a copy of the test data, if available.

4. Service Arrangement:

- Upon receiving your information, the Customer Support Department will evaluate and arrange for appropriate service.
- Note that certain types of service during the warranty period may require a purchase order before service can proceed.

Requesting Warranty Part Replacement:

5. Provide the Following Information to Customer Support:

- The complete ESPEC part number from your replacement parts list.
- Model and serial number of the chamber for which the replacement part is being requested.
- Specific details regarding the failed part.

6. RMA (Return Material Authorization):

- The Customer Support Department will authorize the return of the failed material and issue an RMA (Return Material Authorization) number.
- On the return packing list, include the RMA number, contact name, and phone number.
- Ship parts via UPS surface for packages weighing 0 – 70 lbs. For packages exceeding 71 lbs., contact ESPEC for routing instructions.

Important Notes:

- Any failed part replaced under warranty, not returned when an RMA is issued, will be invoiced at the current price.
- All parts are shipped “FCA” our shipping location.

Thank you for choosing ESPEC !

If you have further questions, feel free to contact our Customer Support Department.

This warranty policy is applicable to all chamber models.

ACCEPTANCE LIMITED TO FOLLOWING TERMS: A party seeking to purchase ESPEC NORTH AMERICA, INC. products (the "Buyer") is strictly limited to the following terms. These terms supersede all prior agreements and understandings between the parties, and these terms shall not be varied or waived without the express written authorization of ESPEC NORTH AMERICA, INC. ("ESPEC").

TECHNICAL INFORMATION/SPECIFICATIONS: All commercial and technical details and information furnished by ESPEC relating to its products, including without limitation, drawings, weights and dimensions, and all performance specifications quoted by ESPEC, are approximations only unless specifically provided to the contrary.

PRICES: The prices for goods to be sold do not include sales, use, excise or any other taxes, charges or expenses related to the sale, delivery, use or consumption of the goods to be sold. The Buyer agrees to directly pay when due all such taxes, charges or expenses to the extent possible and to promptly reimburse ESPEC for all such taxes, charges or expenses which ESPEC pays.

The prices for the goods to be sold are based on details, information and specifications provided by the Buyer, including without limitation, the delivery date and place for the goods, engineering standards and installation site conditions. All such details, information and specifications are assumed to be proper, correct and complete. Any addition to or impropriety, incorrectness, incompleteness or change in any such details, information and specifications may result in a change in the purchase price for the goods sold, which change ESPEC may unilaterally make and Buyer shall pay.

Except as otherwise specifically provided, the purchase price shall be paid by the Buyer in U.S. dollars.

PAYMENT TERMS: Full payment for the goods shall be due within 30 days after ESPEC delivers the goods alongside the carrier at ESPEC's plant.

ESPEC may impose a late charge for each payment under a Contract of Sale not made when due in an amount not to exceed 5% and may charge interest on any late payment from the due date at the highest rate permitted by law.

Buyer shall repay ESPEC all attorney's fees ESPEC incurs collecting late payments or unpaid accounts.

LIMITED WARRANTY: A limited warranty is given by ESPEC to the original buyer of new ESPEC equipment. Subject to the conditions and limitations below, ESPEC warrants that the equipment manufactured by ESPEC is free from defects in material and workmanship which would render the equipment unfit for normal and recommended use.

This limited warranty is effective only for the 360 days after the date of shipment. During this period, ESPEC will provide repaired or replacement parts without charge. This warranty covers all components, labor, installation and associated expenses for the replacement parts, subject to the exceptions below.

This limited warranty does not cover:

- 1) Parts, labor and installation for the following components: light bulbs, port plugs, fuses, deionizer cartridges, wiper blades, plug-in relays, wick socks, water filters, plug-in timers, fasteners, recorder pens, chart paper, nor water level, flow regulated or height level adjustments.
- 2) Defects or damages arising as the result of shipment by common carriers or private transportation unless ESPEC contractually assumes the risk of damage to the equipment during shipment.
- 3) Defects, damages or malfunctions caused by parties other than ESPEC, including but not limited to defects, damages or malfunctions arising as the result of improper utilities, mishandling,

modification, abuse, misuse, neglect, intentional damage, improper repair, loss of refrigerant or improper maintenance, start-up or installation of the equipment.

- 4) Defects or damages arising as the result of accident, flood, fire, earthquake or other act of God.

This is the EXCLUSIVE remedy as between you and the Company with respect to the equipment provided to you, and ESPEC SHALL NOT BE LIABLE FOR LOSS OR DAMAGE TO PROPERTY INCLUDING LOSS OR DAMAGE CAUSED BY FIRE OR EXPLOSION OR FOR ANY ASSOCIATED INCIDENTAL OR CONSEQUENTIAL LOSS OR EXPENSE, due directly or indirectly to the use of the equipment.

Except as described above, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, including the implied warranty of MERCHANTABILITY are disclaimed and excluded.

This limited warranty is only valid in the contiguous states of the United States of America and a 150 mile radius from the following Canadian cities; Vancouver, Toronto, Windsor and Ottawa.

INDEMNIFICATION: Buyer shall defend, indemnify and hold seller harmless from and against all claims, liabilities, losses, damages, settlement expenses, and/or attorney's fees, for injury or death of any person and/or the damage or loss of any property allegedly or actually resulting from or arising out of the use or failure of the equipment unless such losses are solely and completely the result of ESPEC's negligence. Without limiting the foregoing in any respect, Buyer's indemnification duty shall arise out of any misuse of the equipment or any other negligent or wrongful act or omission of the Buyer or its employees, agents, and/or subcontractors, or any person or entity who purchases or gains access to the equipment through the Buyer whether or not ESPEC or any other person or entity is jointly negligent in the design, manufacture, instruction, training, provision of warnings, selection, delivery, repair, maintenance, possession, use, operation or return of the equipment.

DELIVERY/RISK OR LOSS: The risk of loss with respect to the goods to be sold will pass to the Buyer at ESPEC's plant upon the delivery of the goods alongside the designated carrier; and all shipping costs, losses, liabilities and damages and all insurance and delivery obligations with respect to the goods once delivered by ESPEC alongside the carrier at ESPEC's plant, are the Buyer's risk and responsibility, although ESPEC will give reasonable assistance to the Buyer in tendering claims to the carrier.

GOVERNING LAW: Any offer made by ESPEC or any contract entered into by ESPEC and the Buyer shall be construed and interpreted only according to the laws of the State of Michigan, U.S.A., including without limitation, the Uniform Commercial Code as in effect in the State of Michigan, U.S.A. In that regard, Buyer and Seller specifically agree and acknowledge that the provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the rights and obligations of the parties under the Contract.

VENUE: The Buyer hereby agrees that any suit or claim relating to the sale or operation of ESPEC's products shall be filed in the Michigan Circuit Court for Kent County or in the Federal Court for the Western District of Michigan.



Std/360/360 EFD 0897 08/21/15 Rev. 1.03