

WARRANTY, TERMS AND CONDITIONS OF SALE

Warranty

Environmental Test Products' (ETP) warranty obligation is limited to replacing non-conforming goods. The warranty period for ETP's products is one year and commences on the date of purchase by the end user customer. Replacement shall occur during ETP's normal business hours during the warranty period. Replacement of such products will be effected on location or at ETP's facilities, at ETP's option. Products to be examined or replaced must be returned to ETP's facilities, along with a dated receipt that provides proof of purchase, within the warranty period, transportation charges prepaid.

Warranty Limitation and Exclusion

ETP will have no warranty obligation under this agreement if the Product is subjected to abuse, misuse, negligence or accident.

Disclaimer of Warranties

The warranty printed above is the only warranty applicable to ETP's products. All other warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose are disclaimed and excluded. There are no warranties which extend beyond the description the face hereof. These warranties are exclusively and substituted for all others, express or implied, arising by law or otherwise. Under no circumstances shall seller be liable for special, indirect or consequential damages as described in §2-715 of the uniform commercial code. The price stated for the equipment is a consideration in limiting seller's liability. No action, whether in contract or tort, arising out of the transactions under this agreement may be brought by purchaser more than one year after the cause of action has accrued.

Limitation of Liability

It is understood and agreed that ETP's liability and the remedy of Purchaser or other third party whether in contract, in tort, whether caused by Product failure or failure of ETP to perform, under any warranty, in negligence or otherwise, arising from sale or use of said Product, shall be limited to and not exceed the return of the amount of the purchase price paid by the Purchaser.

Orders

Orders are subject to acceptance at ETP.

Complaints

Complaints concerning defective goods or errors shall be made immediately by phoning ETP at 877-505-1789 or emailing info@etpproducts.com.

Product Changes

The right is reserved to make changes in pattern, design or materials when deemed necessary, without prior notice. Products which have become obsolete by reason of design change or discontinuance may not be returned for credit.

Returned Goods

Materials must not be returned unless consent has first been obtained from ETP.

Risk of Loss/Damage

All goods are at the risk of the purchaser after they have been delivered by us to the carrier and receipt obtained for same (in good order).

Responsibility

ETP will not be responsible for delays resulting from strikes, accidents, failure of suppliers, negligence of carriers, or other causes beyond its control.

Errors, Shortages, Etc.

Claims for errors, shortages, etc., must be made on receipt of goods, otherwise no allowance will be made.

Prices and Quotations

All prices and quotations are subject to change with notice. A request to purchase is to be construed as an offer and ETP retains all authority to accept or reject such offers.

Export

Handling, packaging and documentation charges will be added to invoices on export shipments when applicable.

Freight

All prices F.O.B. factory.

Terms

Net 30.

Environmental Test Products
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Email: info@etpproducts.com
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