

Thomas Research Products

Terms and Conditions

- **Minimum:** Thomas Research Products has no minimum order.

- **Freight:** Freight is the responsibility of the customer and will be added to the invoice or billed against a customer supplied freight account. All special freight-handling charges will be billed to the customer requesting the freight change. All Next Day Air shipments must be sent in writing. Any requests for next day air shipments must be received before 12pm Central Time. If not, they will ship the next business day. All shipments are subject to availability. Any requests to ship partials must be done in writing and freight will be charged per each shipment.

- **Limited Warranty:** Thomas Research Products warrants that products sold by TRP will be free of defects in workmanship or material for a period of one year (unless otherwise specified)* from the date of sale to the first non-retail purchaser (herein "Purchaser") when stored, installed, operated or maintained in accordance with the product specifications, standard industry practice, including compliance with the applicable National Electric Code and Safety Standards of Underwriters Laboratories, and when used under proper and normal use and specified ambient temperature. Thomas Research Products shall in no event be responsible or liable for modifications, alterations, misapplication or repairs made to its Products by Purchaser or others, for damage caused thereto by negligence, accident or improper use by Purchaser or others. This warranty does not include reimbursement for the expenses of labor, transportation, removal or reinstallation of the Products.

DISCLAIMER OF WARRANTY: THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS OF ANY PRODUCT FOR A PARTICULAR PURPOSE.

EXCLUSIVE REMEDY: Upon prompt written notice by the Purchaser that a Product is defective or non-conforming, Thomas Research Products liability shall be limited to repairing or replacing the Product with new or reconditioned Product at their option. To obtain warranty performance, Thomas Research Products must be properly notified of said defect and the authorization process must be followed completely as outlined in the Return Policy/RMA Procedures. Defective Product must be shipped to Thomas Research Products postage prepaid within the warranty period. If you have any questions, please contact Customer Service at by calling (847) 515-3057 or via facsimile at (847) 515-3047.

LIMITATION OF LIABILITY: IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL THOMAS RESEARCH BE LIABLE TO PURCHASER OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSSES OR DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGE TO OR LOSS OF USE OF ANY PRODUCT, LOST SALES, OR PROFITS OR DELAY OR FAILURE TO PERFORM THIS WARRANTY OBLIGATION OR CLAIMS OF THIRD PARTIES AGAINST PURCHASER, ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, USE OF, INABILITY TO USE, OR THE REPAIR OR REPLACEMENT OF THOMAS RESEARCH PRODUCTS. As stated herein, the term "person" shall include without limitation, any individual proprietorship, partnership, corporation or entity.

- **Orders:** Orders are accepted by facsimile, mail or email only. Hold for Release orders are accepted only with an approximate release date. All orders are subject to production and availability. Hold for Release orders are subject to applicable price increases.

- Return Policy/RMA Procedures: All return requests must be submitted via phone or email to Thomas Research Products. Once the RMA has been submitted, Thomas Research will fax or email an RMA confirmation to the customer within 3 working days. Any dollar amount above \$500 dollars will require 7 working days for approval. All returns must be marked with the RMA# or Thomas Research reserves the right to refuse the shipment. Returns of new, unused Product must be done with 90 days of receipt of Product. All returns are subject to a restocking charge of 30%. Collect shipments will not be accepted. Thomas Research will have credit issued within 60 days. Any deviation from the above steps can delay the return/credit process. Freight on returns will not be credited. Thomas Research has the right to repair or replace any warranty item. Thomas Research has the right to substitute any warranty Product not on the current price/product list.

- Terms: Invoices are required to be paid net 30 days. Past due balances will be subject to a finance charge of 1.5% per month unless limited by law. Customer may be held responsible for any fees arising from third party collection efforts.

*** LED Drivers, Arrays and Surge Protectors: 60 months**