

TECHNICAL PROSPECTS LLC
TERMS AND CONDITIONS OF SALE FOR SPARE PARTS

1.0 EXCHANGE POLICY

- 1.1 **All Exchanges require a valid RMA (Return Material Authorization) number.** RMA numbers valid for exchange parts only will be issued at the time of sale.
- 1.2 Exchange parts are identified at the time of sale and noted on all invoices.
- 1.3 A "Like and Repairable" part must be received at our facility, within 30 days of the date of shipment. If an exchange part is not received within 30 days of the date of shipment, additional billing will be assessed.
- 1.4 If the exchange received is not a "Like and Repairable" part, written notification will be sent to the customer requesting them to provide a "Like and Repairable" part within 5 calendar days. If one is not received within 5 days, additional billing will be assessed. The original part received may be returned at customer's request and expense, or it will become the property of Technical Prospects after 20 days.
- 1.5 **Additional Billing** – Failure to return an exchange part within 30 days from the original date of shipment will result in an Additional Billing. The Additional Billing will be calculated as the difference between the OEM Outright price and the Purchase Price or at Technical Prospects' discretion.

2.0 RESTOCK POLICY

- 2.1 Technical Prospects allows the restocking of parts up to 30 days from original date of shipment.
- 2.2 No restock credit will be issued for Consumable parts with a purchase price of \$500 or less. Consumable parts are identified at the time of sale and noted on all invoices.
- 2.3 **All Restocks require a valid RMA number to be requested within 15 days of the original shipment date.** Please contact the Technical Prospects Customer Service Staff to obtain an RMA number valid for restocks only prior to returning product.
- 2.4 All Restock parts returned without a Restock RMA number will be processed as an Exchange part.
- 2.5 If the part is returned within 30 days from the original date of shipment, the following Restock credit will apply:
Un-Opened.....85% (Restock Fee 15%)
Opened.....70% (Restock Fee 30%)
After 30 Days.....No Credit; Part processed as an Exchange

3.0 WARRANTY POLICY

- Technical Prospects warrants its product against any defects or malfunctions for 90 days unless otherwise specified at the time of sale. Details of warranties for X-ray tubes and other glassware will be made available at the time of order or by inquiry to Technical Prospects. This warranty is void if the serial number or security labels have been altered or removed from the product. If the failure of the product is a result of accident, abuse, misapplication or Acts of God, Technical Prospects shall have no responsibility under this warranty policy. Warranty terms and credit terms are as follows:
- 3.1 **All warranty claims require a valid RMA (Return Material Authorization) number valid for warranty only to be requested within 90 days of the original shipment date or as stated at the time of sale.** Please contact the Technical Prospects Customer Service Staff to obtain an RMA number prior to returning product.
 - 3.2 Warranty Credit will only be issued when a warranty replacement has been ordered. Warranty returns without a warranty re-order will not be accepted and no credit will be issued.
 - 3.3 All warranty parts must be returned to Technical Prospects within 15 days of the warranty replacement ship date.
 - 3.4 All warranty parts returned without an RMA number will be processed as an Exchange part and no credit will be issued.
 - 3.5 All warranty claims will undergo a technical review validation, and credit will only be issued on valid and approved warranty claims.

- 3.6 **Warranty Credit** – Credit for a **valid** warranty claim will be issued as follows:
Part received within 15 days of replacement shipment date100% credit
Part received within 30 days of replacement shipment date.....50% credit
Part received after 30 days of replacement shipment date.....No credit issued
Invalid warranty (determined by a technical review).....Received as an Open Restock

4.0 LIMITED WARRANTY

TECHNICAL PROSPECTS warrants that the Parts (other than X ray tubes and other glassware) will meet manufacture specifications during the applicable Warranty Period, defined above. Warranties for any other Parts, if any, are exclusively those offered by the manufacturer or refurbisher of such Parts. Except for the warranties described above, all Parts are sold AS IS, and WITH ALL FAULTS, and TECHNICAL PROSPECTS MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE PARTS SOLD UNDER THIS POLICY AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.0 LIMITATION OF LIABILITY

TECHNICAL PROSPECTS' TOTAL LIABILITY FOR ANY CLAIM UNDER THIS POLICY IS LIMITED TO THE PRICE OF THE PART(S) WHICH ARE THE BASIS FOR SUCH CLAIM, REGARDLESS OF WHETHER SUCH CLAIM IS MADE AT LAW, IN TORT, IN CONTRACT OR PURSUANT TO ANY OTHER THEORY, INCLUDING STRICT LIABILITY. NEITHER TECHNICAL PROSPECTS NOR CUSTOMER WILL HAVE ANY LIABILITY TO THE OTHER FOR PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES SUCH AS LOST PROFITS OR REVENUE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. THE TRANSACTION DESCRIBED IN AND THOSE OCCURRING PURSUANT TO THIS POLICY ARE EACH COMMERCIAL TRANSACTIONS. ANY ACTION RELATED TO THIS POLICY SHALL BE BASED SOLELY ON COMMERCIAL LAW PRINCIPLES. NEITHER PARTY SHALL HAVE ANY NEGLIGENCE OR OTHER TORT LIABILITY TO THE OTHER ARISING FROM THIS POLICY OR TRANSACTIONS OCCURRING PURSUANT HERETO.

6.0 SHIPMENT AND RISK OF LOSS.

Unless otherwise stated, all Parts shall be shipped FOB Technical Prospects' shipping dock, with prepaid freight at Customer's expense, and title and risk of loss shall pass to Customer at that point. Unless otherwise agreed, Technical Prospects shall select carriers.

7.0 RETURN SHIPPING

All parts must be returned to TECHNICAL PROSPECTS to insure proper credit.

Ship all returns to:

Technical Prospects LLC
Attn: Returns Processing
1000 South County Road CB
Appleton, WI 54914-8614

Call 920.757.6583 for RMA

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