Policy & Procedure for Returning Retail Solutions Products

Retail Solutions warrants item for 24 months from the shipment date. Damage due to water, physical abuse, high voltage (incorrect wiring or lightning), or other factors beyond Retail Solutions’ control will void the item warranty. To return any Retail Solutions item you must follow the procedure below. No returns will be accepted outside of this procedure.

Procedure for Returning Retail Solutions Items:
1. Contact the Retail Solutions Manufacturing Support Department by phone 1-770-425-2724, by fax; 1-678-784-2736 or by email Manufacturingsupport@emersonclimate.com. At this time, you may request an RMA for repair and return, advance replacement or a credit of a specific item or item(s). See below for policy details of each RMA type. The Manufacturing Support Department will then issue you an RMA number for the return the Retail Solutions item(s).

Credit
If you are requesting an RMA Number for credit, the item(s) must be in new and unused condition, and be less than 1-year-old. A restocking fee of 20% will be applied to your refund. If the item(s) being returned are in new and unused condition, and over 1-year-old, it will be at Retail Solutions discretion to issue a credit. If a credit is issued, a restocking fee of 50% will be applied to your refund.

Within the first 30 days following the original ship date, items deemed an out of box failure will be replaced with new items through our customer service department. An RMA for OBF credit will also be issued for the out of box failure itself. If upon receipt and inspection the defect is found to be the result of misuse or misapplication, or if the item(s) fall outside of the OBF date, no credit will be applied. If no defect is found a 20% restock fee will apply.

Advance Replacement
If you request an advance replacement, Retail Solutions will require a form of payment (Purchase Order or Credit Card) from you. Retail Solutions will then send you a replacement item from our refurbished stock in advance of your return. When you receive your advance replacement, you will need to return the defective item as described in Step 2 of the return procedure. Upon receipt and inspection of the returned item, and if the item is still within its warranty period, Retail Solutions will issue credit of the advanced replacement item. If a part is damaged due to misuse or misapplication (water, physical abuse, high voltage etc.) no credit will be issued. The replacement item will be covered by a (90) day warranty or what remains of your original (24) month warranty period, whichever is longer.

Repair & Return
Return the defective item as described in Step 2 of the return procedure. If the defective item is still under Retail Solutions warranty, Retail Solutions will repair the item at no cost to you. If the defective item is no longer covered under Retail Solutions warranty, Retail Solutions will ask you for a form of payment (PO number, Credit Card, etc.) to cover the repair charges. You will be charged for time and materials necessary to repair the item. The returned item will be date stamped and have a (90) day repair warranty and is not subject to a return credit.

2. Package the component and a detailed description of what is wrong with the component. Write the RMA number on the outside of the package in a visible place and send the return to:

   Retail Solutions-Manufacturing Support Department, RMA#
   1065 Big Shanty Road, Suite 100
   Kennesaw, GA  30144

Note: Retail Solutions recommends that you insure any items that are being returned as Retail Solutions is not responsible for any damage or loss that occurs during shipping.
Limited Warranty. Subject to Sole Warranty, Limitation of Remedy, and Limitation of Liability sections below, Emerson Climate Technologies Retail Solutions, Inc. ("Seller") warrants to its direct purchasers and to no others that services provided will be performed by trained personnel using proper equipment and instrumentation for the service provided. Services and consumables are warranted for a period of ninety (90) days from the date of provision or shipment. Subject to Sole Warranty, Limitation of Remedy, and Limitation of Liability sections below, Seller warrants, to its direct purchasers and to no others, that the products manufactured by Seller will be free from defects in material and workmanship under normal use and regular service and maintenance, and that the software will execute the programming instructions provided by Seller. This warranty only applies when such defect appears in Seller products and software within twenty-four (24) months from the date such products and software are placed in service and which are returned to and received by Seller.

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller’s), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that buyer or its agents has supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the products and/or services and the preparation of Seller’s quotation, and in the event that actual operating conditions or other conditions differ from those represented by buyer, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

If within thirty (30) days after buyer’s discovery of any warranty defects within the warranty period, buyer notifies Seller thereof in writing, Seller shall, at its option and as buyer’s exclusive remedy, repair, correct or replace F.O.B. point of manufacture, or issue credit or refund the purchase price for, that portion of the products or services found by Seller to be defective. Failure by buyer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of buyer’s claim for such defects. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of products or services, either alone or in combination with other products/components. Products or services repaired or replaced pursuant to this warranty shall be warranted for the unexpired portion of the warranty applying to the original product or service. Products purchased by Seller from a third party for resale to buyer shall carry only the warranty extended by the original manufacturer.

SOLE WARRANTY. THE WARRANTIES SET FORTH HEREIN ARE SELLER’S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCTS AND/OR SERVICES AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS, OR OTHERWISE, AND WHETHER OR NOT SELLER’S PRODUCTS OR SERVICES ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER’S USE OR PURPOSE.

LIMITATION OF REMEDY. THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, REPLACEMENT, CREDIT OR REFUND OF THE PURCHASE PRICE.

LIMITATION OF LIABILITY. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE, IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT, OR OTHERWISE) SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC PRODUCTS AND/OR SERVICES OR PORTION OF THE PRODUCTS AND/OR SERVICES PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION, AND BUYER SHALL INDEMNIFY AND HOLD HARMLESS SELLER FOR ANY DAMAGES INCURRED BY SELLER IN EXCESS THEREOF, BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

The term “consequential damages” shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to capital or equipment. Buyer agrees that all instructions and warnings supplied by Seller will be passed on to those persons who use the products and/or services. Seller’s products and/or services are to be used in their recommended applications and all warning labels adhered to the products by Seller are to be left intact.

It is expressly understood that any technical advice furnished by Seller before or after delivery in regard to the use or application of the products and/or services is furnished without charge, and Seller assumes no obligation or liability for the advice given or results obtained, all advice being given and accepted at buyer’s sole risk.