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# **Terms & Conditions**

#### **Inbound Packages**

Customer is required to include a sales order number on the outside of any package prior to shipping. Failure to do so may result in packages being lost, rejected, or misplaced.

## Lead Time

Lead and turnaround time varies depending on factors such as (but not limited to) board damage, size of order, and/or urgency. Each order is scheduled according to the level of urgency and difficulty of repair.

#### **Rush Orders**

Rush fees are \$125 per controller and \$75 per controller base (\$125 minimum total). Rush orders are processed on a first-come-first-serve basis and cannot guarantee an estimated delivery timeline. Asset Technologies is not liable for delayed rush orders, nor do they constitute a cause for cancellation by the customer, breach of contract, and/or does not entitle the customer to damages/credits of any kind. Rush fees still apply to rush orders that are deemed unrepairable.

## Exchanges & Remanufactured Purchases

- For exchange orders, core returns must be identical to the products exchanged, and are to be shipped no later than (14) business days after receipt of an order. Failure to send back core returns may result in additional charges.
- For remanufactured purchases, certain products may be non-cancelable/non-refundable.

#### Bench Services & Special Requests

We provide additional bench services including (but not limited to) programming, extended testing & diagnostics, and system file & program downloads. Additional bench services are quoted on a per-case basis. For all additional services and special requests, please contact us directly.

### Repair Warranties

Asset Technologies guarantees refurbished products to be free of defects in workmanship and materials under normal conditions for a period of (12) months from date of shipment unless otherwise stated. Asset Technologies, LLC will repair, free of charge, any refurbished product covered by this warranty that has failed under normal use. All inbound shipping and rush fees under a warranty claim shall remain the responsibility of the customer. All warranties (with the exception of sensors) are provided by Asset Technologies and not the original equipment manufacturer. All warranties issued herein are non-transferrable without prior written consent from Asset Technologies.

• <u>Invalid & Voided Warranties</u>. Our warranty is void if failure or defect of the unit has resulted from accident, abuse, cannibalization of parts, catastrophic failure conditions including acts of God, severe environmental exposure including but not limited to water damage, misapplication, operation exceeding the rated capacities, negligence, contamination, improper calibration, storage, or handling by the customer, unauthorized removal or opening of product housings for maintenance or repair, if the serial

number or etching has been removed or altered in any manner, warranty sticker is removed or the unit is diagnosed as fully functional. Asset Technologies' warranty does not cover plastics parts or broken plastic enclosures.

- For all invalid warranties, the customer will be charged a \$125 diagnostics & evaluation fee, along with any return shipping & material charges.
- <u>Expired Warranties</u>. For expired warranty orders, customer has the option to either have product returned "as is", or to be repaired under the standard repair cost:
  - If a customer opts for the unit to be returned without repair, the product will be packaged and shipped back to the customer. The invoice will reflect a \$125 diagnostic & evaluation fee, along with shipping charges.
  - If the customer opts for repair, the \$125 fee is waived, and the products continue through our standard repair process. The invoice will reflect the repair cost, along with shipping charges.

#### **Sensor Warranties**

All sensors come with a (2) year manufacturer warranty and all warranty claims must be verified/validated by the manufacturer before proceeding. Our warranty process varies based on manufacturer and warranty reason. For all warranty claims on sensors, contact Asset Technologies directly to initiate the warranty process.

#### Unrepairable Items

- If a product is deemed unrepairable, item repair cost is voided and replaced with a \$125 testing and
  diagnostics fee per controller, and \$75 per controller base, along with any additional applicable fees such
  as rush fees. The customer is then notified and given the option to have products returned or discarded.
  For all discarded products, a certificate of destruction is included with the invoice to the customer. For
  returned items, customer is responsible for shipping & handling charges for all returned unrepairable
  products.
- Customers may opt to purchase a replacement remanufactured product from Asset Technologies for full price, if available. If a replacement order is placed within (24) hours of notification and products are available, Asset Technologies will waive the testing and diagnostics fee.

## **Returned Items**

- Returns must be initiated within (5) business days from receipt/delivery date. All product returns from
  exchanges & remanufactured purchases will be charged a 35% restocking fee for controllers and devices,
  and a 50% restocking fee for sensors. No returns for credit are accepted beyond (5) business days from
  receipt/delivery date.
- Repaired products are non-returnable.
- For remanufactured purchases, certain hard-to-find products may be non-returnable/non-refundable.

## Order Cancellations

Products in production that have incurred production/repair time are subject to a \$125 cancellation fee per controller, and \$75 per controller base. If the order is officially complete at the time of cancellation, the customer is responsible for the complete repair cost. If the order is canceled prior to production/repair time, the fee will be waived. Urgent orders cannot be cancelled.

## Shipping Fees

Shipping and handling charges are the responsibility of the customer, as well as packing shipments to
ensure they arrive safely. Asset Technologies recommends shipping your unit(s) using a reliable shipping
carrier (example: UPS, FedEx or DHL) to help track your package as it is delivered and signed for at our

- facility. We also recommend insuring your package at cost value, as Asset Technologies is not responsible for lost or damaged products during transit.
- Customers may opt to use their own shipper number; in which case a \$12 material and handling fee per
   (4) items would be applied to invoices.
- Title and risk of loss passes to the customer once packages are loaded for shipment by the carrier. All claims for loss or damage to packages in transit to Asset Technologies must be handled by the customer with their respective carrier.
- Customers are advised to unpack and inspect all shipments from Asset Technologies immediately upon receipt. For any package damaged in transit to the customer, customer must notify Asset Technologies within (72) hours of receipt/proof of delivery of package, and include photos of any and all damage, including any packaging and/or product damage. Asset Technologies is not responsible for replacement of unit or shipping damage if the customer does not inspect package immediately upon arrival.
- Asset Technologies is unable to repair broken plastic enclosures/covers due to shipping damage.

#### Pricing

- Asset Technologies reserves the right to change pricing with a (30) day written notice for controllers & repair services, and a (7) day written notice for sensors.
- Pricing is applicable to customers operating with a signed outline of services agreement with Asset Technologies, including repair, exchange, and purchases. Please check with your Asset Technologies representative for pricing details.

## **Payment Terms**

We offer Net-30 terms to established customers with the completion of our customer application. Asset Technologies accepts all major credit cards, company checks, and ACH/EFT deposits. New customers are required to pay in advance by company check or credit card for the first (3) transactions unless approved in advance by Asset Technologies. There is a \$35 fee assessed to all customers who wish to pay via bank wire. Any past due balance may be subject to a minimum service charge of 1.5% per month (18% APR). There will be a \$35 fee assessed for NSF returned checks. All payments are in \$USD.

#### International Duties & Taxes

All international duties and taxes are the responsibility of the customer. Duties and taxes inadvertently charged to Asset Technologies will be charged back to the customer. Asset Technologies is not responsible for any international fees.

## Additional Disclaimers

Shipment of any goods or commencement of work, pursuant to the agreement, shall be deemed an acceptance of these Standard Terms and Conditions by the customer.