



TERMS AND CONDITIONS

Payment Terms - Payment terms start from shipment date. No shipments will be made to delinquent accounts until their account has been brought current. The customer is responsible for any Federal, State or Local taxes.

Prices, Freight Terms, and Order Minimum- All prices are subject to change without notice. All products are shipped FOB EWS USA Ramsey, MN USA. No minimum order is required on Standard Command brand parts. Custom or Made-to-Order parts require a minimum order of two parts.

Return Goods

1. Product may be returned for credit only with prior approval from EWS USA and is subject to the following conditions:
 - a. Returns must be made within 60 days of shipment date.
 - b. All returns will be charged a 25% restocking fee.
 - c. Product must be received in like-new saleable condition and of current manufacture.
 - d. Product must be returned complete. All returns are subject to inspection.
 - e. "M" Made to order, modified standard, and custom manufactured products are non-returnable.
 - f. ThermoLock® products that have been heated are non-returnable.
 - g. Return transportation charges must be prepaid.
2. To return a product, contact Customer Service Department for a Returned Material Authorization (RMA) number. The RMA number **must be included** with the return.
3. Once the product has been received and inspected, the customer will be issued a Credit Memo.
4. Credit Memos can be applied against payment for new purchases and must be used within 90 days. Unused Credit Memos which have expired will be voided.

Cancellation Fees for Custom Manufactured Parts - A cancellation fee applies to custom manufactured orders. The fee will be the greater of: (a) 25% of the amount of the original order, or (b) the cost of production (labor & materials) at the time of cancellation.

Quotes - Price and delivery are valid for 30 days. All product deliveries are "subject to prior sales".

Damage Claims & Shipping Shortages – EWS USA assumes no responsibility for loss or damage in transit. The consignee should present claims for such damage to the carrier. Shipping shortages must be reported to EWS USA within 5 business days after receipt of material.

Warranty - Our policy of 100% unconditionally guaranteed materials and workmanship assures your satisfaction. EWS USA manufactured products are covered by our 100% satisfaction guarantee. Parts thought to be defective in materials or workmanship can be returned to EWS USA for inspection. The customer should contact Customer Service to obtain an RMA number and shipping instructions. Product warranty is determined by EWS USA within one year of factory shipment. Performance tool warranties are based on 30% duty cycle.

Electrical Requirements – Customer is responsible for meeting all State/County/City electrical code requirements, including any UL requirements.

EWS USA disclaims any and all warranties, either expressed or implied, arising by law or otherwise, including but not limited to non-infringement and implied warranties of merchantability or fitness for a particular purpose. EWS USA's liability, if any, is limited to and shall not exceed the amount paid for a defective part. In no event will EWS USA be liable for any indirect, special, or consequential damages, including but not limited to: lost profits or lost revenues, even if EWS USA has been advised of the possibility of these damages.