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## **INSTALLATION AND ASSEMBLY**

Prices do not include installation or assembly. Customer may contact Abtech for pricing on custom installation and/or assembly of products.

## **WARRANTIES & DISCLAIMERS**

### **EXPRESSED WARRANTY**

Abtech warrants, for a period of 12 months from the date of shipment that its products: (1) are free from defects in material and workmanship; and (2) have the capacities and ratings set forth in the Abtech's published catalog(s) and bulletins on the date of order. No warranty is made against damage(s) which is the result of corrosion, erosion or deterioration, the result of abuse, misuse, failure to use adequate care or failure to perform preventative maintenance procedures as set out in Abtech's specifications and literature.

Abtech's obligations and liabilities under this warranty are expressly limited to furnishing replacement product/equipment (f.o.b. Santa Ana, CA, or other Abtech designated shipping point), or at the sole option of Abtech, to the reimbursement of the purchase price paid for any non-conforming product which has been returned to the manufacturer. These remedies are the customer's sole and exclusive remedies for any claim of breach of warranty. Abtech, Inc. shall not be obligated to pay for the cost of labor, assembly or disassembly of any non-conforming product or for lost refrigerant.

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**LIMITATION OF LIABILITY.** In no event shall Abtech's liability to Customer exceed the purchase price paid by Customer to Abtech for the product(s) on which any claim is based.

## **DAMAGE OR SHORTAGE**

Unless otherwise specifically agreed in writing, Customer is responsible for all loss or damage to goods and products in shipment after delivery FOB Santa Ana, CA. Customer accepts goods FOB Santa Ana, CA by receipt of goods by selected carrier/transportation. Customer is advised to inspect goods immediately upon receipt and shall not accept a damaged package or a short shipment without notifying the carrier of the damage or shortage in writing upon carrier's and customer's copy or the freight bill, bill of lading, or delivery receipt.

In the event of damage, all containers and packaging must be retained for inspection by Abtech. Customer must notify and request an inspection by the carrier upon discovery of concealed damage within 15 days of delivery. Customer shall report the concealed damage to the carrier by phone, or in-person, so long as there is a follow-up by mail. The carrier's representative is required to make the inspection within 48 hours of notification, and will fill out, sign and deliver to the customer an "Inspection Report of Loss or Damage Recovery After Delivery."

### ***IN ALL CASES, SALVAGE MUST BE HELD BY CUSTOMER FOR CARRIER DISPOSITION***

## **POLICY AND PROCEDURE FOR RETURNED GOODS**

No item may be returned, without prior authorization from Abtech, Inc. If a return is authorized, to insure proper adjustment, customer is required to provide Abtech, Inc. the following information:

1. Customer's name and address as it appears on the invoice
2. Customer's Purchase Order number
3. Abtech, Inc.'s invoice number and date
4. Abtech, Inc.'s Shipping Order number
5. The quantity, description and catalog number
6. Reason for return

The customer must coordinate with a representative of Abtech, Inc. concerning method of shipment, special labeling or packaging requirements. Returned items may be subject to a restocking charge. Return freight shall be paid by the customer. All "freight collect" returns will be refused.

## **ITEMS NOT AUTHORIZED FOR RETURN**

1. Custom Order Products
2. Items not purchased from Abtech, Inc.
3. Products modified, mutilated, or damaged by improper use, repairs, or application of special identification labels or name plates.

### **JURISDICTION AND CONTROLLING LAW**

Any claim, cause of action or action arising from or out of any purchase of Abtech products shall be governed by and according to the laws of the State of California, without regard to its conflict of law provisions. Venue and Jurisdiction for any action arising under or out of Abtech's sale of goods, the manufacture or delivery of such goods, and any claim for any resulting damages, whether in contract, tort, negligence or otherwise, shall be proper only in the Superior Court of the State of California for the County of Orange. In entering into a purchase agreement with Abtech, Customer consents to the subject matter and personal jurisdiction of such court.



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