



PRACTICAL **Q**UALITY **S**YSTEMS

9530 OWENSMOUTH #1 CHATSWORTH, CA 91311

info@practicalqualitysystems.com www.practicalqualitysystems.com

Phone/Fax 818.993.1022

LIMITED WARRANTY

WHAT IS COVERED

Practical Quality Systems, Inc. (PQS) guarantees manufactured products and each part or component thereof against all defects in material and/or workmanship.

HOW LONG COVERAGE LASTS

The warranty extends for a period of one year from the date of installation or initial use, provided that this period shall not exceed 18 months from the original date of shipment from PQS.

WHAT IS NOT COVERED

This warranty does not extend to products that have been subjected to neglect, accident or improper use, nor to units that have been altered by non-PQS technicians.

WHAT PQS WILL DO

PQS agrees to remedy any manufacturing defect either through replacement or repair at no charge, provided that the defective unit is returned, transportation prepaid, to PQS.

HOW TO GET SERVICE

In order to be eligible for service under this warranty you must return the warranty registration card within 30 days of purchase.

- Authorization to return any product purchased from PQS for inspection must be obtained from an authorized Practical Quality Systems representative. All returns must be accompanied by a completed PQS return material authorization (RMA). An RMA will be generated by customer service department and must be pre-approved. We will inspect your product and contact you within 72 hours with the results.
- Any product that has been repaired or replaced shall be similarly warranted on its repair or replacement for the remaining product warranty period or 90 days from the date of repair or replacement, whichever expires last.

WARRANTY SCOPE

No warranties other than those set forth in this section are given or implied with respect to the products furnished. PQS shall, in no event, be liable for consequential damages, for loss, damage or expense directly or indirectly arising from the use of the products, for any inability to use materials or from any other cause.

YOUR RIGHTS UNDER STATE LAW

This warranty gives you specific legal rights, you may have other rights which vary state to state.



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TERMS AND CONDITIONS OF SALE

GENERAL

All sales are made pursuant to these standard terms and conditions of sale and any modification of these terms and conditions on the part of the Buyer must be explicitly approved by Practical Quality Systems (PQS) in writing.

PRICES

All prices are subject to change by Practical Quality Systems at any time without notification

TERMS OF PAYMENT

Upon written approval by Practical Quality Systems, the terms of payment are NET 14 Days. Without open account credit approval from Practical Quality Systems the terms of payment are C.O.D. or cash payment in advance, at the option of Practical Quality Systems. Interest will be charged on past due accounts at the rate of 18 % per annum. A fee of \$75.00 will be charged on any late payment.

- PQS shall have the right of set-off and deduction for any sums owed. If customer fails to make payment within thirty (14) days, Grainger may defer shipments until such payment is made, or may, at its option, cancel all or any part of unshipped order.
- Customer agrees that any credit balances issued will be applied within one (1) year of its issuance. IF NOT APPLIED OR REQUESTED WITHIN ONE (1) YEAR, ANY BALANCE REMAINING WILL BE SUBJECT TO CANCELLATION, AND PQS SHALL HAVE NO FURTHER LIABILITY.

CANCELLATION

Any cancellation must be approved by PQS, and may be subject to restocking and other charges.

SALES TAX

PQS is required to charge state and local tax, on products for which the Customer has not provided a valid exemption certification. The Customer assumes responsibility for, and unconditionally guarantees payment or reimbursement of, all applicable taxes, and expenses as may be applicable. When ordering, Customer shall indicate clearly which products are tax exempt.

SECURITY INTEREST

On any open account sale, Customer hereby grants to PQS a priority lien, purchase money security interest and/or chattel mortgage in the products and any accounts receivable or cash from resale thereof until full payment is made to PQS. Customer agrees to file or permit PQS to file any financing statements or other appropriate documents with its governmental authorities to perfect the validity, priority, and enforceability of PQS priority lien or security interest. Customer agrees to inform PQS immediately if it intends to use any import financing or has or will be granting a lien or security interest on its inventory to any third party.

DAMAGE OR LOSS IN TRANSIT

Title to goods sold passes upon delivery to the carrier. Practical Quality Systems accepts no responsibility for damage or loss in transit. Practical Quality Systems will use commercially reasonable efforts to assist the Buyer in initiating action against the carrier for such losses. The Buyer must notify Practical Quality Systems in writing and the carrier as soon as the loss or damage is known and in any event, no later than 4 days after delivery.

- Practical Quality Systems shall not be responsible or liable for any delays, losses or damages caused by strikes, lockouts, labor trouble, acts of war, acts of God, public calamity, or other causes beyond its control, or acts not directly caused by Practical Quality Systems.

LEGAL

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TRADEMARKS, COPYRIGHTS, AND DOMAIN NAMES

Customer acknowledges that it has no right, title, or interest in the trade names, trademarks, copyrights, or domain names of PQS, and in the product names, and covenants that it will take no action to register or otherwise interfere with such rights of PQS. Customer agrees that it will not copy the products sold to Customer or their packaging, trade dress, catalogs, or websites.