

Product Warranty Policy



ESP Safety, Inc. ("ESP") warrants the product to be free from defects in material and workmanship under normal use and service for a period specified in the operating manual for each device, beginning on the date of shipment to the buyer. This warranty extends only to the sale of new and unused products to the original buyer. ESP's warranty obligation is limited, at ESP's option, to refund of the purchase price, repair, or replacement of a defective product or a component thereof, to the extent that the product is properly returned to ESP within the warranty period.

This warranty does not include:

- a) fuses, disposable batteries or the routine replacement of parts due to the normal wear and tear of the product arising from use;*
- b) any product or component which in ESP's opinion, has been misused, altered, abused, tampered with, improperly maintained or used, neglected or otherwise damaged by accident or abnormal conditions of operation, handling or use, or to have deteriorated due to aging of any component made of rubber or any other elastomer; or*
- c) any damage or defect attributable to repair of the product by any person other than an authorized dealer, or the installation of unapproved parts on the product.*

The obligations set forth in this warranty are conditional on:

- a) proper storage, installation, calibration, use, maintenance and compliance with the product manual instructions and any other applicable recommendations of ESP;*
- b) the buyer promptly notifying ESP of any defect and, if required, promptly making the product available for correction. No goods shall be returned to ESP until receipt by buyer of shipping instructions from ESP. A return authorization number must be obtained from ESP prior to shipment; and*
- c) all warranty returns being shipped directly to ESP Safety, Inc.;*
- d) the right of ESP to require that the buyer provide proof of purchase such as the original invoice, bill of sale or packing slip to establish that the product is within the warranty period.*

THE BUYER AGREES THAT THIS WARRANTY IS THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ESP SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES. ESP WILL NOT BE LIABLE FOR LOSS OR DAMAGE OF ANY KIND CONNECTED TO THE USE OF ITS PRODUCTS OR FAILURE OF ITS PRODUCTS TO FUNCTION OR OPERATE PROPERLY. IN NO EVENT SHALL ESP'S LIABILITY HEREUNDER EXCEED THE PURCHASE PRICE ACTUALLY PAID BY THE BUYER FOR THE PRODUCT.