



Warranty

EMF warrants that its products will be free from original defects in materials and workmanship for a period of *one (1) year* from date of shipment from its facility. This warranty is subject to receipt of written notification of a potential defect, provided by customer to EMF within the warranty period.

This warranty applies when the EMF product is operated under the following conditions: 1. Compliance with all installation, maintenance, and operating instructions; 2. Use of the product is within its stated and designated purpose; and 3. The product has not been further modified from its original design as shipped, abused damaged by freight or other accident, misapplied, mishandled, or otherwise misused or used in a manner not as intended.

EMF will, at its sole discretion, repair or replace any EMF product found to be defective under normal use and service within the stated warranty period, upon return of such parts at the customer's expense (as more fully described in "Return Policy" below). Any and all determination as to whether a product is defective shall be in EMF's sole and exclusive discretion. EMF will not be responsible for any incidental or consequential damages or for any damage caused by products which have been altered or modified. EMF's liability under this warranty is limited solely to replacement or repair of any EMF product confirmed by EMF to be defective.

Parts or Components

EMF cannot and does not assume liability for defective product parts or components, or damage caused by defective product parts or components, that are not manufactured by EMF, even if such product parts and components are incorporated, contained or used in conjunction with any EMF product. Any parts or components manufactured by third parties that are incorporated, used or contained in EMF products are or may be separately warranted by the manufacturer of said parts or components. The warranty provided herein is limited in time and remedy to the actual warranty (if any) provided by the manufacturer of such parts or components, and EMF does not separately warrant the same.

NO EMPLOYEE, REPRESENTATIVE OR DISTRIBUTOR IS AUTHORIZED TO CHANGE THE FOREGOING WARRANTIES IN ANY WAY OR GRANT ANY OTHER WARRANTY ON BEHALF OF EMF. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES (INCLUDING ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A OR ANY PARTICULAR PURPOSE) AND NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY EMF IN CONNECTION WITH THE MANUFACTURE OR SALE OF ITS PRODUCTS. THE LIABILITY OF EMF, WHETHER IN CONTRACT, TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT EXTEND BEYOND ITS OBLIGATION TO REPAIR OR REPLACE, AT ITS OPTION, ANY PRODUCT OR PART FOUND BY EMF TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP. EMF SHALL NOT BE LIABLE FOR COST OF REMOVAL OR INSTALLATION AND/OR SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE.

Whether based on any Warranty claim or otherwise, EMF will not, in ANY event, be liable for any loss of profit, interruption of business or any other special, consequential or incidental damages suffered or sustained by Customer. EMF's total maximum liability to Customer in respect of the manufacture and sale of products is limited to the Warranty stated herein and, if any claim by Customer is based on a theory other than the Warranties, then the damages are limited to the total monies received by EMF from the Customer for the particular products described in Customer's order. The total maximum liability for scheduled orders that are drawn down against each month will be the monthly total of the effected order or the total value of the items affected whichever is the lesser.

The EMF Warranty is more fully described in the EMF Terms & Conditions (available at <https://emfcompany.com/>). Those Terms & Conditions are incorporated in this Warranty.

Return Policy

Returns must be approved in advance and must be covered by a Return of Goods Authorization ("RGA"). Customer must contact the EMF order desk to obtain a RGA number and return instructions prior to returning any product. Returns must be shipped to EMF, freight prepaid. Credit will be issued on customer's account upon receipt, inspection and approval by EMF of the returned product(s). Credit is subject to a 25% restock fee and a repair charge, as needed. Any discounts taken by Customer in payment for a returned product will be deducted from the credit applied to customer's account. Credit that is issued on account will be applied to future purchases. Any EMF products may be purchased to offset a credit on account.

Return Delivery

Returned product must be protected thoroughly, multiple product units or items must be separated with cardboard, and product units must be upright and secured on pallet. Products must be return to the EMF facility, along with a copy of RGA, within 30 days of issuance of the RGA. Returned product must be free of damage and scratches and must be in a condition for immediate resale in a "new" condition. Final credit will be given upon return to factory and inspection. Returned product that is damaged will not be accepted by EMF for credit and will be returned to customer at customer's shipping and freight cost.

Freight

Freight Terms are FOB EMF facility. Customer assumes freight and risk of loss when the product is delivered or provided to the carrier.

Delivery Inspection

Customer must inspect all shipments within forty-eight (48) hours of receipt. Damage caused by or during transport or delivery must be reported to freight carrier listed on the bill of lading. Discrepancies in product quantities must be reported to EMF office within 72 hours from receipt.

Quote Terms & Limitations

Quotes expire after 30 days. EMF products are stocked unless otherwise noted or unless the product is custom made to customer's specifications. Customer shall use and refer to the quote number when placing an order for EMF products.

Other Terms

EMF reserves the right to redesign, alter or modify any or all of its products as it deems appropriate. Such action shall not permit or allow customer to claim or allege that such action has caused customer's inventory of such products to be obsolete.