

**WARRANTY:**

If you have a problem with a product, contact ES Industries Technical Service Department at 1-800-356-6140. Often, we can resolve a problem over the phone, saving you the time and effort of returning an item. Please be prepared to provide the following information:

- Name, company name, address, and telephone number
- Product name, catalog number, serial number, and quantity
- Purchase order and/or invoice number (including where purchased if other than directly from ES Industries)
- Detailed description of the problem

**If we are unable to resolve the problem, our technical service representative will issue a Return Authorization Number (RA#). Ship the product with the original test chromatogram documentation supplied by ES Industries and a written explanation of failure with contact information to 701 S Route 73, West Berlin, NJ 08091 USA Attn RA# XXXX. Products must be returned within 15 days from the date the RA# is issued. If a product is not returned within the time limit, or is returned without an RA#, ES Industries can refuse to accept it for evaluation or credit.**

No returns will be accepted without prior authorization, and are subject to approval by ES Industries. If, for any reason, it is necessary to return goods to us, please contact your Technical Representative for forwarding instructions. This procedure will prevent delays and enable us to resolve the situation to your satisfaction. ES Industries is not liable for goods returned without authorization. Returns must be sent through a traceable carrier.

ES Industries products are warranted to meet performance and quality standards and to be free of defects in material and workmanship. They are not warranted, nor does ES Industries assume liability, if misused. No other warranty or representation is implied or expressed by ES Industries for its products with respect to merchantability, fitness for a particular purpose, or any other matter. ES Industries shall not under any circumstances be liable for any incidental, consequential or compensatory damages arising from the use of, or in conjunction with, its products. The maximum liability that can be assumed by ES Industries for breach of warranty shall be the invoice price of the product.

ES Industries will repack, replace, or issue credit on any column (at our discretion), at no cost if a column fails to perform satisfactorily. Columns being returned must have prior return authorization granted by ES Industries. Defective products must be accompanied by a written explanation of failure. Approval is subject to the following exclusions:

- a. All columns must be tested upon receipt and all deficiencies must be reported to ES Industries no later than 30 days after the date of receipt of the column.
- b. Maximum warranty period is limited to 60 days on HPLC columns unless previously agreed upon. However, COLUMNS MAY NOT BE RETURNED FOR REPLACEMENT OR CREDIT AFTER 45 DAYS NOR WITHOUT PRIOR AUTHORIZATION.
- c. Removal of column end-fittings automatically voids column warranty.
- d. Column performance warranty is limited to the conditions of the original test chromatogram.
- e. Physical damage to the column due to misuse, abuse, or mishap, including mechanical shock.
- f. Chemical damage to the packing material due to operation at incorrect chemical conditions, temperatures, or pressures.
- g. Failure due to high backpressures caused by improper solvent or sample filtration practices causing particulate build-up or precipitation or sample fouling in the column or end-fitting.
- h. Incorrect selection of packing material made by customer for their particular use or incompatibility of equipment, etc.

For products supplied by, but not manufactured by ES Industries, the warranty is limited by the terms of the original manufacturer's warranty.

Buyer warrants that they have sufficient knowledge, training, facilities and skills to safely use and store products provided under this agreement.

**RETURNS:**

No returns will be accepted without prior authorization. ES Industries does not accept the return of goods for credit unless it is a justified warranty claim. Returns for a reason other than a justified warranty claim are handled on case by case basis and must be within 30 days from receipt of shipment. Custom orders and products are non-returnable unless defective. Returns are subject to assessment of a 35% restocking fee which will be deducted from any approved credit allowed where it is established that the reason for return is not through any error on the part of ES Industries. All returns must be in new condition, unopened and in original packaging and must be received within 15 days from the date the RA# is issued. If a product is not returned within the time limit, or is returned without an RA#, ES Industries can refuse to accept it for credit.