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## **PQ Labs Accessory Product Warranty and Returns**

PQ Labs warrants its accessory products (“the product”) to be free of defects in material and workmanship for 5 years. All warranties are in effect beginning the date the product was invoiced by PQ Labs. All warranties are in effect for the original purchaser only. PQ Labs disclaims liability for any modifications, improper installation and/or installations over the specified weight capacity. PQ Labs' sole warranty obligation to the owner of its accessory products is to repair or replace (at PQ Labs' discretion) defective products at no charge to the original purchaser within the warranty period. The purchaser is responsible for returning the product to PQ Labs via prepaid shipping. To the maximum extent permitted by applicable law, PQ Labs disclaims any other warranties, express or implied, including warranties of fitness for a particular purpose and warranties of merchantability. PQ Labs will not be liable for any damages whatsoever arising out of the use or inability to use PQ Labs products, even if PQ Labs has been advised of the possibility of such damages. PQ Labs bears no responsibility for incidental or consequential damages. This includes, but is not limited to, any labor charges for the repair of PQ Labs products performed by someone other than a PQ Labs employee. Because some states and jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply. PQ Labs will not be responsible for damage to PQ Labs products caused by misuse, abuse, failure to properly package the product for return to PQ Labs or for damage caused by carriers during shipment to or from PQ Labs. Any repairs to PQ Labs products required due to misuse, abuse or shipping damage or repairs of defective PQ Labs product outside the warranty period will be performed at the current rates established by PQ Labs for factory service.

**FREIGHT DAMAGE:** Upon acceptance of a shipment, it is your responsibility to open the package(s) immediately and report any damage AND file a claim with the freight company. All products ship FOB San Jose, CA or point of shipment. This means once it leaves our warehouse it is the responsibility of the purchaser.

**OBVIOUS FREIGHT DAMAGE:** If a shipment is received with obvious freight damage or the carton is obviously damaged, REFUSE the package(s) and contact us immediately to allow us to supply you with a replacement. The replacement item(s) will be charged to you. Any reimbursement from the original product order should be settled with the freight company. If you accept a package with obvious damage, PQ Labs will supply you with a replacement at your cost, but it is again your responsibility to report any damage to the freight company.

**CONCEALED FREIGHT DAMAGE:** If a shipment is received with concealed freight damage, notify PQ Labs and the freight company immediately. It is your responsibility to file a claim with the freight company. Keep the product in the original carton. If the concealed damage is not reported to the carrier and PQ Labs immediately, there is no recourse.

All merchandise returned to PQ Labs must be returned with prior authorization and a Return Authorization number provided by PQ Labs. Defective or product received incorrectly due to an error on PQ Labs' part will be credited to your account in full. In situations where the purchaser needs to return merchandise due to a change in its project/equipment or due to ordering incorrectly, a restock charge will apply as follows. Merchandise invoiced in the past 0-30 days - 10%; 31-60 days - 15%; 61-90 days - 25%. Returns are not allowed for merchandise over 90 days old. Products returned that are damaged or missing parts will not be eligible for credit unless they can easily be made saleable. Additional charges for parts and labor may apply.