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This document supersedes all previous versions.

Provac Sales, Inc Standard Warranty Policy and Return Policy 2019

Length of warranty: twelve months.

Commencement date of warranty period: Date of shipment from Provac Sales, Inc, Santa Cruz, CA shall be the warranty start date. If in the event of a warranty repair or product replacement, the original warranty start date shall still apply (the warranty period does not start over again).

Warranty coverage: Provac warrants that all product sold by Provac that is subject to warranty coverage shall be free of defects in material and workmanship. This requires that the customer operate the product as originally intended in accordance with the OEM's operating instructions, recommendations and ratings for installation, operating parameters and maintenance. Warranty does not guarantee the cosmetics of a refurbished product to be that new.

Warranty coverage limitations: Provac's warranty is not to exceed OEM's original warranty, scope of such warranty or methodologies for handling of warranties. Warranty is not covered for chemical attack of materials of construction (some product is designed to be used with reactive or corrosive chemicals. Typically, this sort of product requires special operational procedures such as the dilution with nitrogen). Warranty does not cover neglect or improper use. Provac is not to be held financially responsible for any potential down time of product due to a warranty situation nor shall the customer be entitled to any incidental or consequential damages. Provac is not to be responsible for any damage to other related components of the product. This stated warranty is to cover the refurbished product only or services rendered and does not apply to anything connected to or associated with the product. The warranty is to apply to fixing or repairing the original product sold or service rendered, or at Provac's discretion, a replacement product will be provided.

Warranty determination: Provac Sales, Inc will be the only organization capable of determining warranty. Unless authorized by Provac, no other organizations are to be used for determining warranty, including the OEM. Provac, at its discretion only, may utilize another organization to help determine warranty. At no time shall the product be disassembled or attempted to be fixed by the customer or any other party without expressed permission and consent by Provac. Any breach of this requirement shall be grounds for nullification of all warranties.

Warranty evaluation criteria: Provac will employ guidelines set up by the American Vacuum Society for product performance and the procedures for determining performance. The OEM specifications will also be used to determine performance.

Warranty Work: All warranty work shall be performed by Provac only or at Provac's discretion a third party chosen by Provac. If any inspections, repairs or modifications to the original product is performed by any party not authorized by Provac, Provac will not be responsible for such work and any such work may nullify any Provac warranty.

Extension of warranty: The product is to be fully covered regardless of eventual ownership.

Warranty evaluation procedure: In the case of a product failure, Provac is to be contacted and consulted with. Upon such contact, Provac will at first try to determine if there is something else such as operation error that is leading to the non satisfied performance of the product. Upon a determination by Provac of a probable warranty or at the discretion of the customer, the product is to be returned to Provac for a warranty evaluation. The transportation of the product being returned to Provac shall be the responsibility of the customer. Upon a determination of a warranty, Provac will perform the needed repairs or at Provac's discretion, instead provide a replacement product. If the product is fairly large and a return to Provac is difficult, a site visit by Provac may occur, but the determination of such a visit will be the discretion of Provac. Provac is not to be responsible for any needed disassemble, extraction or needed packaging for this return.

Transportation: The transportation of the product being returned to Provac and the return shipment to the customer shall be the responsibility of the customer. If there is damage to the product that is the cause of the freight carrier, this will not be considered warranty. Provac's freight terms are FOB origin and the product ownership transfer happens at the point original shipment.

Warranty evaluation communication: At the time of an acceptance of Provac for the return of a product for a warranty evaluation, an RMA (return materials authorization) needs to be secured for this return. This RMA # will be issued by Provac and is a requirement for all returns. Provac will require that a declaration be made as to the exposure of any chemicals in or on the returning product. If special decontamination is required, this expense shall be the responsibility of the customer.

Problem communication; if in the event a problem with the product is noticed, the customer needs to communicate the problem to Provac. Provac will then help determine the cause of the problem and if need be, will then issue a directive to have the product returned to Provac for a warranty evaluation. If the initial problem is not communicated or is dealt with upon immediate discovery and the initial problem creates further damage or damage to other related components of the product or itself, Provac will not be liable for the secondary damage. All of this should be discussed upon the initial contact reporting the said problem. Problems are anything that

makes for a noticeable noise, vibration or performance change or for any leaking air or fluid or cosmetic issues.

Non-warranty determination: if in the event of a returned product being determined to not be a warranty, applicable charges for a repair will apply. If a product is deemed to be free of any defects, an inspection fee will apply. A minimum fee of \$175 will be charged to any returned product being determined to not be a warranty. Higher charges/costs may apply. The eventual return of the said product will then be the responsibility of the customer. If the customer wishes to have another independent evaluation, Provac will try and accommodate this in the transportation and/or communication with the third party.

Non used items being returned to Provac Sales, Inc. for reasons other than warranty or replacement are subject to a 25% restocking fee. For used and some special non-stock equipment, a return is not permitted and full payment is due. Some exceptions can apply or a higher return restocking % fee to apply. Said increased restocking fee to be at discretion of Provac or to be stated in original quotation. Communication of a desired return must occur within 30 days of initial shipment and the item must be received by Provac within 10 days of a return acceptance agreement and issuance of a RMA#. The items must be shipped prepaid. The equipment must be protected against any contamination or damage from the return freight. Final inspection and credit issuance will be made within 10 days of receiving by Provac.