



NORTHEAST
PNEUMATICS

Terms & Conditions

STATEMENT OF WARRANTY TERMS & CONDITIONS

Northeast Pneumatics warrants that for a period of 6 months following delivery, the products you have purchased from Northeast Pneumatics will perform in accordance with published specifications, and will be free from defects in materials or workmanship. In the event a Northeast Pneumatics product does not meet this warranty, subject to the conditions set forth in these terms and conditions, Northeast Pneumatics, LLC sole obligation will be, at its election, to repair or replace the product in question or to refund the purchase price.

NORTHEAST PNEUMATICS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. IN NO EVENT WILL NORTHEAST PNEUMATICS, LLC BE LIABLE FOR PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR AN AMOUNT IN EXCESS OF THE PURCHASE PRICE OF THE DEFECTIVE PRODUCT OR PRODUCTS.

This warranty will not apply to any Northeast Pneumatics, LLC products that have been (a) damaged by lightning, water, or power surges, (b) neglected, altered, abused, or used for a purpose other than the purpose for they were provided, (c) repaired by you or any other party without Northeast Pneumatics, LLC prior written authorization, (d) used in conjunction with a third party product or products not approved in advance by Northeast Pneumatics, LLC, or (e) otherwise used in a manner inconsistent with any instructions provided by Northeast Pneumatics

In the event that Northeast Pneumatics, LLC repairs or replaces a defective product under warranty, the repaired or replaced product will be covered through the end of the original warranty period, but no repair or replacement will extend the warranty term past the 6 month anniversary of the delivery date of the original purchased product. Condensate drain valves are the customer's responsibility to keep them clean and maintained. Filter elements are only warranted against manufacturer defects in materials.

This warranty contains the entire agreement of you and Northeast Pneumatics with respect to any warranty matters, and supersedes any and all other written or oral statements, representations or agreements relating to the subject matter of this warranty, except that (if applicable) the terms and conditions of any other warranty or service agreement between you and Northeast Pneumatics, LLC that explicitly supplements or incorporates, and does not replace or modify, the terms and conditions of this warranty will also apply to the products you have purchased. To the extent any other warranty or service agreement between you and Northeast Pneumatics, LLC expressly replaces or modifies the terms and conditions of this warranty, such replaced or modified terms shall not apply unless accepted by you and Northeast Pneumatics, LLC in a signed writing.

Any and all disputes arising out of or relating to the purchase or use of products, including any warranty claims, will be governed by the laws of the State of Delaware without regards to conflicts of laws principles. Any action arising out of or relating to the products we supply must be brought only the Federal and state courts located in the State of Delaware, and by accepting the Northeast Pneumatics, LLC products, you hereby consent to the personal jurisdiction of such courts and agree not to raise any argument of lack of personal jurisdiction or inconvenient forum or otherwise attempt to transfer such action from, or dispute the jurisdiction of, such courts. YOU HEREBY WAIVE THE RIGHT TO A JURY TRIAL.

Return Procedures

You are required to obtain an authorization number from Northeast Pneumatics before returning any products to us. Failure to do so will result in the shipment to be refused upon delivery to us. You are responsible to arrange for and pay the shipping charges to return any defective products to Northeast Pneumatics, LLC. We will use reasonable efforts to repair the defective products within ten (10) business days. If the product is found to be defective due to materials or workmanship and not consumer neglect or misuse we will arrange for and pay ground shipping charges only for all products replaced or returned to you within the United States. Any other shipping charges are your responsibility. Northeast Pneumatics, LLC does not offer on-site service to repair any defective products or to resolve any problems relating to the installation of repaired or replacement products. Northeast Pneumatics, LLC will however, provide on-line support and troubleshooting. Northeast Pneumatics, LLC technical support number is 302-368-7510.