# **Balmar Warranty & Returns Process**

### **Balmar Limited Warranty**

Balmar's Limited Warranty covers defects in material or workmanship on new Balmar products generally for a period of two (2) years from the purchase date. Only consumers or dealers purchasing Balmar products from authorized Balmar retailers or resellers and installed by qualified installers may obtain coverage under Balmar's Limited Warranty. Components with a manufacturing date greater than ten (10) years old are not covered under the Balmar Warranty, even if the purchase date has been within the past two (2) years. Purchases from unauthorized resellers, which may include some online entities, may not guarantee the purchaser will receive a newly manufactured component, and therefore does not quarantee Warranty coverage.

### Warranty Resolution

If Balmar authorizes a product to be returned to Balmar or an authorized service provider, Balmar will repair the product or replace it without charge with a functionally equivalent replacement product. Balmar may replace the product with a product that was previously in service or repaired, but re-tested to meet Balmar specifications. Balmar will pay to ship the replacement product to the purchaser. By sending the product for replacement, ownership of the original product will be transferred to Balmar. Labor charges at the consumer's site are not covered under this Warranty. Balmar warrants that repaired or replaced products shall be covered under the Balmar Warranty for the remainder of the original product warranty, or 90 days, whichever is greater.

### Not Covered Under Warranty

Balmar's Warranty does not cover any problem that is caused by (a) an accident, abuse, neglect, exposure to shock, electrostatic discharge, heat or humidity beyond the product's specifications, improper installation, inappropriate operation/misapplication, maintenance or modification, or (b) any misuse contrary to the instructions provided with the product, or (c) loss, or (d) malfunctions caused by other equipment, or (e) acts of God. Examples of conditions not warranted are: cracked or broken cases, parts damaged by fire, water, freezing, lightning, collision, theft, explosion, rust, corrosion, or items damaged in route to Balmar for repair. Balmar's Warranty is void if a product is returned with removed, damaged or tampered labels or any other alterations (including removal of any component or external cover) to the product. Balmar's Warranty does not cover labor charges or any direct, consequential, or incidental damages. Costs related to recovery, removal or installation are not recoverable under the Balmar Limited Warranty.

## Applicable Laws

Balmar's Warranty is governed by the laws of the State of Alabama, USA. The Balmar Warranty provides the purchaser specific legal rights, and you may also have other rights that vary from state to state. Balmar's Warranty does not affect any additional rights consumers have under laws in their jurisdictions governing the sale of consumer goods, including, without limitation, national laws implementing EC Directive 44/99/EC. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions of Balmar's Warranty may not apply in certain jurisdictions.

Once Balmar receives the product, we will test the product to determine if the problem is due to a defect in the product. If, at the sole discretion of Balmar, the problem is determined to be a manufacturer defect, Balmar will repair the product or send a new product to replace the defective product. Balmar will not provide Warranty coverage unless Warranty claims are made in compliance with all the terms listed here, and the specified return procedures are followed.