## Borrowman Electric Ltd. PO Box 1034 - 2091 Mountain View Ave Lumby, BC V0E 2G0

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LIMITED WARRANTY & LIMITATION OF LIABILITY - Return/Restocking policy - Overdue accounts For AB / Rockwell PLC parts, sold by Borrowman Electric Ltd. (Revised October 30, 2016)

For a period of Eighteen **(18)** months from the date of original purchase from, BORROWMAN ELECTRIC LTD. We will repair or replace, without additional charges, beyond normal return shipping costs, any Allen Bradley/ Rockwell PLC products, which we have sold to you the customer, - which on our examination prove to be defective in material or workmanship. This non-transferable warranty is valid only if the unit has not been used or tampered with by unauthorized or unqualified people, misused, abused or improperly installed and has been used with any instructions and/or ratings supplied, either from the original manufacture's website or supplied by Borrowman Electric Ltd. All parts sold are tracked by part serial number and/or Borrowman Electric Ltd. stock number.

Any purchaser will indemnify BORROWMAN ELECTRIC LTD. and hold BORROWMAN ELECTRIC LTD. harmless from any damage whatsoever arising out of the use of items sold by BORROWMAN ELECTRIC LTD. in any manner that would render the above warranty invalid. BORROWMAN ELECTRIC LTD. shall not be held responsible for any expense, (including installation and removal), inconvenience, or special, incidental, exemplary, punitive or consequential damage(s), including, but not limited to, loss of profits or revenue, or injury to any person or property caused by items of our sale. (Some U.S. states do not allow exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply.)

## In any event, BORROWMAN ELECTRIC LTD.'s total liability, under all circumstances, shall not exceed the full purchase price of any items sold.

BORROWMAN ELECTRIC LTD. makes no warranties, expressed or implied, other than that set out above.

Any purchaser also hereby acknowledges that

BORROWMAN ELECTRIC LTD. does sell used, surplus and/or refurbished items.

## Return/Restocking Policy for Special Order and Standard Stock items

We will gladly try to source any item that you need for your operation/plant!

Our standard stock items are listed in our WebPages.

Items not listed on our website would be considered as "Special Order."

Depending on what the special order item is, a down payment may be required to secure the part from our sources.

Special order items are "Non-Returnable" once the item is ordered from our source.

If a customer wants to return a special order item and we can return it to our source,
a restocking fee of 40% of the quoted price will apply.

If we cannot return the item to our original source, then the item will be deemed - *non-returnable*and the full quoted/invoiced price will apply.

For items that are standard stock and returned within 30 days, a 10% restocking fee will apply. For items that are standard stock and returned after 30 days, a 55% restocking fee will apply. For items ordered and cancelled before shipping from our warehouse - no fees will apply.

## **Finance Charges**

Finance charge of 2% per month (28.8% per annum) on all over due accounts after 30 days. Any and all costs and fees (legal /collection /court) to recover monies owed to Borrowman Electric Ltd. for overdue accounts will be added to the overdue balance of any account owed.