

Sales Terms & Product Warranty

PAYMENT TERMS:

Payment will be Net 30 days on approved credit or credit card. There is a 3% surcharge for all payments made with a credit card.

RETURN POLICY:

Electronic Systems Technology, Inc. dba ESTeem Wireless Modems, (hereinafter ESTeem) will accept returned products that are new and in original packaging within thirty (30) days of acceptance to for a refund of purchase price, less a restocking fee of no less than 10% of the purchase price of the product, and applicable shipping charges. Additional restocking fees may be applicable based on the returned products condition, based on inspection by ESTeem, at ESTeem's facility. All returned material must be accompanied by an ESTeem return material authorization (RMA), with freight prepaid by the Customer, or refusal of shipment may occur.

WARRANTY:

Electronic Systems Technology, Inc. expressly warrants its products as free of manufacturing defects for a period of one year from the date of sale to first user/customer. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED AND THERE IS EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO OTHER WARRANTY GIVEN BY ANY EMPLOYEE, AGENT, DISTRIBUTOR OR OTHER PERSON WITH RESPECT TO THE PRODUCT SHALL BE BINDING ON ESTeem.

PRODUCT WILL BE CONSIDERED OUT OF WARRANTY IF:

- a) If the product is damaged due to improper or abnormal use, abuse, mishandling, accident or improper maintenance or failure to follow operating instruction;
- b) If the product is defective as a result of sand, dirt, or water damage;
- c) If any factory-sealed enclosure has been opened or shows evidence of an attempt to be opened;
- d) If defects or damage are caused by the use of unauthorized parts or unauthorized service;
- e) If the product has had its serial numbers altered or removed.

Warranty repair form must be accompanied by proof of user's purchase of unit. Product must be shipped to the manufacturer at the address in the footer.

LIMITATION OF LIABILITY:

ESTeem's liability shall be limited to refunding of purchase price, repair or replacement of product. IN NO EVENT SHALL ESTeem HAVE LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION OF SERVICES, LOSS OF BUSINESS OR ANTICIPATORY PROFITS. IN NO EVENT SHALL ESTEEM BE LIABLE FOR ANY DAMAGES WHATSOEVER IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT.

In the event that a unit or part requires replacement or factory servicing, the following conditions apply:

- a) Customer must obtain from ESTeem an authorized RMA (Return Materials Authorization) Number before shipment of product or parts to ESTeem for any reason;
- b) If the whole unit is shipped, it must be in its original carton and shipping components, or a carton and shipping components supplied by ESTeem, or it parts only are shipped, they must be packaged and cushioned so as to prevent damage in transit and shipped freight prepaid;

ADDITIONAL SERVICE:

If ESTeem releases an improvement update to firmware internal to the ESTeem unit during the 90 day period after the unit was purchased by the first user/customer, ESTeem will update the applicable unit with the revised version at no charge other than for UPS handling and shipping to and from your location to the ESTeem factory. Return of any such item must be accompanied with proof of purchase.