

# *eSentia Systems, Inc.*

## Terms & Conditions of Sale

**Governing Law.** THIS AGREEMENT AND ANY SALES THEREUNDER SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF LOUISIANA AND SHALL BE CONSTRUED AND INTERPRETED ACCORDING TO THE LAWS OF THE STATE OF LOUISIANA AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. THE PARTIES HEREBY AGREE TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF LOUISIANA. THE LAWS OF THE STATE OF LOUISIANA GOVERN THIS AGREEMENT, EXCLUDING ITS CONFLICTS OF LAWS RULES AND EXCLUDING THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS.

**Costs:** Prices are subject to change without notice. Clerical errors are not binding and may be corrected by ESENTIA SYSTEMS, INC. at any time after discovery.

**Payment:** Delinquent accounts will be subject to a 30% APR finance charge (0.083% per day) plus collection and legal costs if incurred. A \$25.00 fee will be applied to all returned checks.

**Legal Costs:** The undersigned agrees to pay all invoices within the terms of the sale and further agrees to pay all collection costs and attorney fees necessary to collect past due amounts.

**Delinquent Accounts:** If your account becomes delinquent for any reason, and you do not pay, you will promptly be turned over to a collection agency. Legal action will be taken on all delinquent accounts and all attorney fees that eSentia Systems incurs in this collection process will be paid by you.

**Delivery:** Unless otherwise noted, delivery will be made F.O.B. ESENTIA SYSTEMS, INC. (continuing on these terms and conditions of sales to be paid by client.) Risk of loss passes to client upon delivery by ESENTIA SYSTEMS, INC. to common carrier. Items ordered together are not necessarily shipped together due to availability. ESENTIA SYSTEMS, INC. will determine prior to shipment if backorders or substitutes are acceptable. All shipping and related transit costs for delivery are non-refundable.

**Service & Support:** If you have any problems with a product you have purchased from ESENTIA SYSTEMS, INC., you must contact our technical support staff before deciding to return the product. If no solution is reached, an RMA # will be issued. In the event that you receive damages in your shipment, please contact us within 10 days of receipt of order to be considered.

**Return Merchandise Authorization (RMA) policy** as follows:

1. RMA # is only good for 10 days from the date of issue.
2. No merchandise may be returned without a prior written authorized RMA #.
3. All returned merchandise must be accompanied by a copy of the invoice, and the RMA# written on the mailing label.
4. ESENTIA SYSTEMS, INC. reserves the right not to repair product until appropriate component is available.
5. All returns must be shipped prepaid (No COD Accepted) Shipping charges are not refundable.
6. "No Fault Found" RMA items can be returned for credit with a restocking fee or returned at client's expense.
7. RMA items will be repaired or replaced at ESENTIA SYSTEMS discretion.

BE SURE TO CLEARLY MARK THE RMA # ON THE OUTSIDE OF THE SHIPPING BOX AND ENCLOSE THE PROOF OF PURCHASE, OTHERWISE, YOUR RETURN WILL BE REFUSED. FREIGHT COLLECT RETURNS WILL BE REFUSED.

**Return/Restocking Charge:** Returned merchandise will be subject to a minimum restocking charge of fifteen percent (15%) within 14 days unless ESENTIA SYSTEMS, INC. has made other arrangements. After 14 days, a restocking fee exceeding 15% may be charged at the RMA Department's discretion. ESENTIA SYSTEMS, INC. reserves the right to refuse merchandise back for credit. Merchandise returned or exchanged must be approved by ESENTIA SYSTEMS, INC.. Exchanges are granted within 30 days of purchase only.

**Limitation of Liability:** ESENTIA SYSTEMS, INC. will not be responsible for consequential damage to the system or its components caused by either internal or external equipment including but not limited to shorted connections or components not installed or obtained from ESENTIA SYSTEMS, INC.. ESENTIA SYSTEMS, INC. shall not be liable for damages of product including but not limited to physical abuse, excessive use, liquids, spilled chemicals, oxidation or component corrosion caused by exposure to the natural elements. ESENTIA SYSTEMS, INC. will assume no responsibility for any consequences that may arise while installing and/or using these products.

The limited warranty also does not cover any losses or damages that may occur as result of:

1. Shipping, improper installation or maintenance.
2. Misuse, neglect or improper environment.
3. Any repair, modification, adjustment, or installation of options/parts by anyone other than a ESENTIA SYSTEMS, INC. authorized service center, excessive/inadequate electrical power surges or other irregularities.

By signing below, Client accepts and agrees to all Terms and Conditions of Sale.

Dealer: By: \_\_\_\_\_ Title: \_\_\_\_\_