

# RETURN POLICY

Ewert Energy Systems, Inc. strives to make your experience with our products an experience that exceeds your expectations. We recognize that, at times, our customers will need to return items for a replacement, or for a refund.

*We respectfully insist on full compliance with the terms of our Return Policy. We reserve the right to refuse to take any steps outlined in our Warranty unless and until the terms of this Return Policy are satisfied.*

Unless otherwise changed in this document, any Purchaser wishing to return a product purchased for warranty service, or for any other reason, must follow the procedures outlined in the Warranty document concerning the need to obtain and to utilize an RMA number, and concerning the manner and method of both shipping and insuring the products as they move by and between the Purchaser and either Ewert Energy Systems, Inc., or its authorized service center.

Whether an item may be returned, how it is to be returned, and what costs and charges are associated with the return, depends upon the status of the product, as outlined below:

**Incorrect or Non-Functioning Products:** If the product shipped is not the product that the Purchaser ordered, or if the product ordered is non-operational at the time it is received by the Purchaser, the Purchaser is responsible for notifying Ewert Energy Systems, Inc., in writing and within twenty eight (28) days of its receipt of the item of this fact or condition. If reported to Ewert Energy Systems, Inc., within twenty eight (28) days for products falling within this category, Ewert Energy Systems, Inc., will issue and send to the Purchaser a prepaid mailing or transport label which will provide for the ground service return of the item from any location within the continental United States of America, or Canada, to Ewert Energy Systems, Inc. Purchaser must repackage the defective or incorrect item prior to its return to Ewert Energy Systems, Inc. Ewert Energy Systems, Inc., will replace, repair, or provide a refund for the defective or incorrect item, with the decision to replace, repair, or refund with regard to the defective or incorrect item, being made solely at the discretion of Ewert Energy Systems, Inc. Ewert Energy Systems, Inc., will, thereafter, arrange and pay for the return shipment of the product to Purchaser using a ground service method of transport. Ewert Energy Systems, Inc., will use a faster method of transport, but if a faster means of transport is elected by the Purchaser, Purchaser shall pay the difference between the rate charged for ground shipment to Purchaser, and the cost associated with air or expedited shipment.

**Correctly Shipped but Unused Products:** Products which were shipped consistent with a Quote and/or Contract of Sale, which are unopened, unused, and undamaged, and which the Purchaser does not wish to utilize, may be returned for a partial refund if and only if they are returned to Ewert Energy Systems, Inc., within twenty eight (28) days of the date identified as the "Date Items Will be Available for Shipment." Arranging for and paying for shipping will be the responsibility of the Purchaser. The

purchase price of the products, less a 3.00% restocking fee, will be returned to the Purchaser within twenty-eight (28) days of Ewert's receipt of these items. Repayment, less the restocking fee, will be made in the same way in which payment was made in the first instance (credit card purchasers will be made the subject of a credit card refund; payment by check will be refunded by a check issued by or on behalf of Ewert Energy Systems, Inc.).

**Return of Functioning but Used Products Within Thirty (30) Days:** If, as a Purchaser, you receive a product, and, though you have used it, you do not wish to keep it, you may return it if and only if it is returned within twenty-eight (28) days of the date identified as the "Date Items Will be Available for Shipment." To obtain a partial refund, the product, in addition to being returned within the time period described above, must be working, unmodified, and undamaged, ordinary wear-and-tear excepted. Actions which fall into the category of "damage", and therefore make return unavailable include the improper use of the product; the dropping of the product; or any other activity or event which would void the warranty associated with the product. *Opened or modified wiring harnesses may in no case be returned.* Returns, once received and their condition verified, will result in a refund of the purchase price of the product or unit, less a 10.00% restocking fee, within twenty eight (28) days of the day Ewert completes its condition verification process.

**Return Merchandise Authorization and Shipping Information:** As is the case with warranty claims, the Purchaser must contact Ewert Energy Systems, Inc., before sending any item back to Ewert Energy Systems, Inc., for warranty service, return, or refund. Ewert Energy Systems, Inc., must provide Purchaser with an RMA number, and this number must be placed on all writings accompanying the product, and on the box or container in which the item is returned. *The RMA number must appear on the package or shipping label containing the product or item being returned. Ewert Energy Systems, Inc., will not accept any return which does not prominently feature the RMA number on the package or shipping label, and will refuse the shipment at the time the shipping or courier agent presents it to Ewert Energy Systems, Inc. if the RNA number is not displayed as required.* The Purchaser is responsible for proper packaging, and is encouraged to take out insurance on the product to cover its transmission to Ewert Energy Systems, Inc. Purchaser is also encouraged to use a traceable courier service, such as Express Mail offered by the U.S. Postal Service, FedEx, U.P.S., or DHL. Units are to be packaged so that they are immobilized and will remain stable within the container during shipment, and are to have at least two inches of packing materials on all six sides of the product.

**International Shipments:** For products returned from a location other than Canada or the continental United States of America (with these "other" areas including Alaska and Hawaii, and all other countries save Canada and the United States of America), the buyer is responsible for advising shipping authorities and confirming on the shipping container, if necessary, that these goods are being returned; that they were manufactured in the United States of America; and that they are being returned for purposes of inspection and repair, only. To the extent necessary, Purchaser agrees

and acknowledges that it is responsible for identifying, for the benefit of customs officials and on any customs and shipping documents, that the products are not subject to a tariff, tax, or duty. Any charges associated with the transfer of the products across an international boundary, and any charges associated with an incorrect customs declaration, whether actual or alleged, are the sole, exclusive, and full responsibility of the Purchaser.

**Exceptions to the Above:** Ewert Energy Systems, Inc., cannot and does not accept returns on products which have been damaged or modified by the Purchaser. As a result, any items which are returned and represented to be used or unused, and are found to have been damaged or modified prior to their shipment to Ewert Energy Systems, Inc., will not be made the subject of a refund, and will be returned to Purchaser at the sole expense of the Purchaser.

Ewert Energy Systems, Inc., offers parts and part repair services for many products. Items sold and identified as NCNR (non-cancellable, non-returnable) are sold on an "as is" or "with all faults" basis, as those terms are used and interpreted as 810 ILCS 5/2-316. Ewert Energy Systems, Inc., regrets that items sold "as is", or items sold as NCNR, are non-returnable, and the price paid for these items, non-refundable.