

Return Material Agreement

ERI agrees to evaluate and repair or replace damaged or worn ERI products according to this Return Material Agreement (RMA). If the cause of damage or wear, as determined by ERI, is covered by ERI's Warranty, the cost of repair or replacement shall be borne by ERI in accordance with the Warranty. If the cause of damage or wear to ERI products, as determined by ERI, is not covered by ERI's Warranty, all costs for repair or replacement shall be borne by the Buyer. ERI reserves the right to repair or replace damaged or worn ERI products with used or refurbished products. ERI shall maintain a stock of parts normally sufficient to fulfill its replacement obligations under this RMA.

Application

This RMA (i) extends to the original purchaser only, (ii) covers ERI products that are installed and put to use at the intended site and under the intended conditions, and (iii) shall apply only if ERI's written Installation, Operation, and Maintenance instructions and Buyer's Responsibilities have been complied with in full throughout the warranty period. This RMA shall apply during the same period as the Warranty applies. Replacement or repair of ERI products according to this RMA does not extend the period of the Warranty. If the inoperative products are not received within 120 days of ERI's shipment of replacement parts, the Commercial Invoice defined below shall be payable in accordance with the terms of the Invoice.

RMA Procedure

1. If an ERI product becomes inoperative and requires repair or replacement, Buyer shall immediately notify ERI.
2. ERI will advise and consult with Buyer by phone, fax or e-mail regarding the operating conditions and characteristics of the ERI products and the Buyer's equipment. If ERI products are deemed to need evaluation by ERI, ERI will issue Buyer an RMA number covering the products to be returned to ERI.
3. Buyer will issue a formal Purchase Order (PO) to ERI with net 120-day payment terms covering the full purchase price of recommended replacement parts. Delivery conditions under this PO will be as agreed to by the Buyer and ERI on a case-by-case basis. The PO will make reference to the RMA number.
4. ERI will ship replacement parts in accordance with Buyer's Purchase Order. Concurrent with the shipment, ERI will issue a Commercial Invoice to Buyer on net 120-day payment terms.
5. Buyer shall ship the inoperative ERI product to ERI for evaluation.
6. Upon receipt of the product, ERI shall evaluate the product to assess what repairs or replacements are required. ERI will report the results of its evaluation to Buyer. If the repairs or replacements are covered by ERI's Warranty, the Commercial Invoice will be voided. If the repairs or replacement are not covered by ERI's Warranty, the

Commercial Invoice shall be payable in accordance with the terms of the invoice.
ERI's determination of the applicability of the Warranty shall be final.