

HART **Expert**

For people working with HART transmitters

HART Expert Ltd
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PRODUCT RETURN PROCEDURE AND TERMS & CONDITIONS

Dear Customer,

First of all we would like to express our apologies that you have found it necessary to return one of our products. This document will help you through what is normally a simple and quick process.

The terms and conditions for returning a product and, if applicable receiving a refund, is covered by our Standard Terms and Conditions of Sale.

This document describes what to do to return a product to us whether it is for inspection, test, service, calibration, repair, replacement or a refund. If a product is outside of the warranty period, HART Expert Ltd will in most cases receive, inspect, report on and if necessary dispose of returned products free of charge.

Returns Procedure

- 1) If you have not already done so please contact us by phone or email and describe the problem or issue you have with our product. We may be able to solve your problem without the need for returning it.
- 2) Notify us of your intention to return our product. We will be able to give you a Returns Reference (RR) number so you can track its progress, and an up to date version of this document.
- 3) Read this document in its entirety including our Terms and Conditions for returning a product.
- 4) If you agree to the terms complete the attached Field Service Report, fax it to us, keep a copy for your records and enclose the original with the product.
- 5) You are reminded that under UK and EC Health, Safety and Environmental Law, when returning products to HART Expert Ltd you must provide information on any hazards and the precautions to be taken due to contamination residues or mechanical damage which may present a health, safety or environmental risk. This information must be provided in writing including Health and Safety data sheets relating to any substances identified as hazardous.
- 6) Re-pack the unit in its original packaging (if available) or other suitably protective packaging ensuring you have included the original signed FSR form and any other useful information especially that relating to 5) above.
- 7) Return the product to: HART Expert Ltd, Returns Department, 31 Kingfisher Way, Romsey, Hampshire, SO51 7RY.

Terms and Conditions for returning a product

The sale of our products and services are made under our Standard Terms and Conditions of Sale unless explicitly stated otherwise in our quotation and order acknowledgment. Our Standard Terms and Conditions of Sale are freely available on request. Section 16 of the Standard Terms and Conditions of Sale specifically deals with returns and is copied below for your reference.

1. Definitions:

In these Terms and Conditions of Sale, "Seller" means HART Expert Ltd; "Buyer" means the person, firm, company or corporation by whom the order is given; "Goods" means the goods (including any Software and Documentation, as defined in Clause 7) described in Seller's acknowledgement of Order form; "Services" means the services described in Seller's acknowledgement of Order Form; "Contract" means the written agreement (including these Terms and Conditions) made between Buyer and Seller for the supply of the Goods and/or provision of Services; "Contract Price" means the price payable to Seller by Buyer for the Goods and/or Services and "Seller Affiliate" means any company which is for the time being directly or indirectly controlled by the ultimate parent company of Seller. For the purposes of this definition, a company is directly controlled by or is a subsidiary of another company or companies which holds 50% or more of the shares carrying the right to vote at a general meeting of the first mentioned company and a particular company is indirectly controlled by another company or companies if a series of companies can be specified, beginning with that company or those companies and ending with the particular company, so related that each company in the series is directly controlled by one or more of the companies earlier in the series.

16. Returns and Refunds:

The buyer must notify the seller before returning a product by following the sellers Returns Procedure. Return of products is at the buyers risk unless the return is made in accordance with the sellers Returns Procedure. If the Returns Procedure is not followed the seller takes no responsibility for loss or damage or otherwise for products and packaging materials returned to the seller, this includes but is not limited to:

- a) Transportation of the product
- b) Storage, whilst at our premises or any other premises
- c) Inspection and Test.

The seller will not process, inspect or test a returned product until a completed Field Service Report (FSR) for the product has been received, as detailed in our Returns Procedure. If the buyer fails to submit a fully completed FSR within two weeks of receipt of the product by the seller, the seller reserves the right to dispose of the returned product and packaging.

16.1 Returns made during the first 30 days after receiving the goods:

The buyer can initiate a return for a full refund within 30 calendar days of receiving the goods so long as the goods: were supplied ex-stock (and therefore not manufactured specifically for the buyers purchase order), are in an unused condition and returned in the original packaging, return is made in accordance with the sellers Returns Procedure. Under such circumstances the seller will provide a full refund including the original shipping charges.

16.2 Replacing defective devices:

In cases deemed to be a “valid warranty claim” the seller will pay for transportation within the UK of goods to and from our premises so long as the costs and method have been agreed beforehand (as a guide we will accept costs up to £10.00 which covers the Royal Mail special delivery service). The buyer will be notified of the seller’s intention to either repair or replace the unit and the unit will be dispatched to the buyer as soon as possible. If the seller is unable to return or process the unit for two weeks due to a lack of an appropriate response by the buyer then the seller reserves the right to dispose of the unit.

16.3 For cases that are considered “not a valid warranty claim” the buyer will be informed of the inspection and test findings and provided a quotation for the repair or replacement if appropriate. In all cases return of the product to the buyer will be at the buyers cost and risk. If the seller is unable to return or process the unit for two weeks due to a lack of an appropriate response by the buyer then the seller reserves the right to dispose of the unit.

16.4 In cases of “No Fault Found” the return of the product to the buyer will be at the buyers cost and risk. If the seller is unable to return or process the unit for two weeks due to a lack of payment or an appropriate response by the buyer then the seller reserves the right to dispose of the unit.

16.5 If the buyer requests a repair quotation the seller will forward the findings and report on what work the seller believes is necessary. A repair will NOT return the unit to “as new” condition unless specifically stated in the quotation. Following the repair of a unit a twelve month warranty will be provided only on components that are replaced. Reworked components will only carry a twelve month warranty on the rework. The unit as a whole will not have any new warranty applied to it. In some circumstances it is not possible to guarantee the recommended work will return the unit to a useable condition, if this is the case it will be stated in the quotation.

16.6 Lost or stolen shipments

Short or damaged deliveries must be notified to the seller within 4 days and any non-delivery within 14 days.

16.7 Undeliverable packages

The seller cannot ship orders to certain places (like PO boxes, military bases, and specific regions). If the seller can’t deliver the goods due to the given delivery address being invalid for delivery of goods, the goods will be returned to the seller and the seller may provide a refund excluding the costs of the failed delivery to the buyer.

16.8 Service Exchange

The seller does not provide service exchange goods, instead, if the buyer requires immediate replacement of goods, the buyer will need to raise an order for a new replacement product. At the time of ordering the buyer must state that the order is for a replacement product and quote the RR number as detailed in the Returns Procedure. If the sellers investigation of the returned goods shows it is a “valid warranty claim” the buyer will receive either a) the repaired unit and sufficient credit on the new goods ordered, such that the buyer will only be charged 75% of its list price, or b) if the goods are not repairable the buyer will receive full credit for the new goods ordered and the seller will dispose of the returned goods. However, if it is deemed “not a valid warranty claim” the buyer will not receive any credit and will therefore have to pay for the new goods, and the buyer will further need to decide whether to proceed with the cost of repairing the returned goods.

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RR no.:

FIELD SERVICE REPORT (FSR)

Date :

<p>Company Name: Address: Contact (Name): Contact (Telephone): Your ref. for this return: I have read and agree to the "Terms and conditions for returning a product" (your name & date):</p>	<p>Product (Name Plate/label): Product Serial Number: Product Condition: Product Service Life: The application for which it was used: The environment in which it was used:</p>
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Please select the appropriate answers below:

Why are you returning the product? (you can tick more than one)

Commercial Return
(must be unopened and unused)

Routine
Service

Calibration

Repair

Inspection &
Test

Is the product under warranty?:

Are you making a warranty claim?:

Considering the application, installation and service life, has it already provided good service?:

Please give below as much information as possible relating to this return, diagrams can be attached or drawn on the back of this sheet:

(1) You are reminded that under UK and EC Health, Safety and Environmental Law, when returning products to SMAR UK Ltd you must provide information on any hazards and the precautions to be taken due to contamination residues or mechanical damage which may present a health, safety or environmental risk. This information must be provided in writing including Health and Safety data sheets relating to any substances identified as hazardous.

(2) Re-pack the unit in its original packaging (if available) or other suitably protective packaging. Include the original signed FSR form and any other useful information especially that relating to the above point.

(3) Return the product to: SMAR UK Ltd, Returns Department, Bluebell Farm, Sandy Lane, Romsey, Hampshire, SO51 0PD.