

# ESI Terms and Conditions of Sale

(updated January 2017)

**Credit Terms** – With prior credit approval, payment terms are Net 30 (some limitations and conditions might apply). Without prior credit approval, orders are shipped at ESI's discretion on a COD basis and payment by wire transfer or cashier's check is required in some cases. Products ordered but not accepted will incur a 15% restocking charge. ESI reserves the right to charge interest on past due balances at the maximum rate allowed by applicable law.

**Shipping** – Products are shipped FOB Plano, Texas with freight prepaid and added to the above prices. Your ESI representative will provide details about available shipping options.

**Advance Replacement** – ESI will advance-replace, to authorized resellers in good standing, any product determined by ESI to be defective during the warranty period.

**Standard Hardware Warranty** – In the event that any ESI product proves to be defective in workmanship or materials within one year of the date of shipment, ESI shall repair the product or replace it with new or like-new items, at its option. This warranty period can be extended by purchasing an optional extended warranty on the product. Notice of malfunction must be provided to ESI within the warranty period. Repaired or replaced items shall be warranted to be free from defects for the balance of the warranty period remaining on the original equipment. Transportation (as well as any costs incurred for removal or reinstallation of equipment) shall be the sole responsibility of the reseller or direct purchaser. This warranty is transferable only with the express written consent of ESI. The following shall void the above warranty: malfunctions resulting from lightning, fire, accident, neglect, abuse or acts of God; use of improper electrical power; repair of, tampering with or alteration of the products by anyone other than ESI or its authorized reseller; inadequacy of the network environment supporting the ESI product; or any other malfunctions caused by circumstances beyond ESI's control or from other than ordinary use of the product.

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**Software Assurance and Support Plan** – The terms and conditions applicable to the optional Software Assurance and Support Plan can be found in the ESI Software License Agreement on the ESI website.

**Conflicting Provisions** – ESI will not be bound by any terms or conditions contained in any purchasing documents used by reseller or direct purchaser which are inconsistent with these Terms and Conditions of Sale.