



Calibration & Service Order Return Form

159 Swanson Road • Boxborough, MA 01719

Tel: 800-257-3872 • Fax: 978-264-0292

orders@setra.com

RMA #

Fill out All lines in All Sections A, B, C & D:

Please send this form to: orders@setra.com prior to shipping, Setra requires that you receive an RMA number prior to shipping and that the RMA number is placed on the outside of the shipping box.

By returning goods to Setra, you agree to the terms and conditions set forth on the reverse side of this form

Please do not include any accessories with transducer returns.

Note: All non-warranty returns or items in warranty deemed to be damaged in the field will be subject to an evaluation fee. If you do not want an item repaired or the return is deemed beyond repair the evaluation fee will apply.

A - Declaration of Contamination

Has the Product been used? (Check appropriate box, provide requested information and sign below)

- No, Never installed
- Yes, installed but not contaminated; has only come in contact with clean, dry, inert gas or non-hazardous liquid (Example: Air, Nitrogen, Helium, water). You **must** list all materials the unit(s) were exposed to below: _____
- Yes and contaminated; has been installed and has come in contact with hazardous media listed in 40 CFR 372.45.40 or CFR 355 Appendix A and B, or any other hazardous material or biohazard material. Returned goods must be accompanied by MSDS forms for all materials and must be cleaned and made chemically inert with no trace of chemicals.
List all materials unit(s) were exposed to: _____
Describe in detail the decontamination process used: _____

I certify that the information contained in this declaration is true and complete. I am aware that Setra is relying on accuracy of the statements contained in this Declaration. The below named Company understands and agrees that it shall be responsible for any claims based on any false or incorrect statements contained in this Declaration.

Company Name: _____

Name: _____ Signature: _____ Date: _____

B - Customer Address, Contact & Shipping Information:

*Billing address:	*Return Shipping address:
Company Name:	Ship To attention:
Contact Name:	Phone Number:
Purchase Order Number(for this return):	Email Address:
	Original Purchase Order Number (Warranty Credit Only):

Shipping method: How you would like your return order shipped back to you?
UPS • FEDEX • DHL • SETRA PREFERRED Method of shipment: **Ground • Overnight • 2 day • 3 day.**
Account #: _____ If no account is provided, parts will be returned to you on Setra's preferred carrier and charges will be added to your invoice.

C - Product Information – Reason for return:

Reason for return: Please provide a **detailed description** of the failure. Provide as much detail as possible to properly evaluate units.

COMPLETE PART NUMBER(S)	SERIAL NUMBER(S):
QUANTITY:	DATE CODE(S):

- Calibration Only** –Includes As found & As left certs **Standard repair** -Written description of findings to be included with every repair order **Warranty Credit** (All Scales- Credit will only be issued if scale is non-repairable, otherwise repair will be done vs. the credit)
- Written Failure analysis required** - Includes long term and destructive testing, as well as a formal written response with a Containment and Corrective Action plan. **An additional charge will be applied to all units that are out of warranty requiring Failure Analysis.**

D - Payment Information:

DO YOU HAVE A "DO NOT EXCEED AMOUNT" THAT APPLIES TO THIS RETURN? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Please provide a not to exceed amount for each unit: \$	IF PAYING BY CREDIT CARD*: CC CARD #: EXP DATE: CVV#: * PLEASE NOTE THAT A 3.5% CREDIT CARD FEE IS APPLIED TO ALL ORDERS THAT ARE BEING PAID FOR ON A CREDIT CARD
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TERMS AND CONDITIONS

1. FORMATION OF CONTRACT

By placing an order, accepting or paying for the goods specified on the face of this order or quotation, Purchaser agrees to the terms and conditions of sale contained herein. If Purchaser objects to any of these terms, such objection shall be in writing and received by SETRA at the address stated on the front hereof prior to commencement of performance by SETRA. Any additional or different terms contained in Purchaser's form are objected to by SETRA without need of further notice, and shall not be binding on SETRA unless expressly accepted in writing by an officer of SETRA. SETRA's written confirmation of the order shall not constitute an acceptance by SETRA in writing of any additional or different terms contained in Purchaser's form. To the extent that Purchaser has requested SETRA to provide services, including calibration of goods (the "Services"), to the extent applicable, the term "goods" used in these terms and conditions, shall refer to the Services described on SETRA's Calibration and Service Return Form.

2. TERMS OF PAYMENT

If SETRA extends credit to Purchaser, terms of payment shall be net 30 days from invoice date unless otherwise specifically agreed by SETRA in writing. Interest shall be assessed on any amounts outstanding after 30 days in the amount of the lesser of 1 1/2% per month of the unpaid balance (annual rate of 18%) or the maximum interest rate allowed by law. If purchase is being made from outside the United States of America, payment shall be made in United States Dollars. SETRA reserves the right to withdraw any offer to sell or to cancel any agreement prior to shipment of goods if, in SETRA's sole judgment, Purchaser's credit record is inadequate. SETRA also reserves the right to change the credit terms, or to withdraw credit.

3. SHIPMENTS

Unless otherwise indicated on the face of this order or quotation: (a) shipments shall be FCA (incoterms 2010) SETRA's plant in Boxborough, Massachusetts; (b) SETRA, at its option, may hold all goods for shipment at one time, or may make partial shipment provided an agreed delivery schedule is met subject to Item 4 of these terms; and (c) each shipment shall be treated as a separate contract for the purposes of these Terms of Sale, and SETRA may refuse to make additional shipments if Purchaser is in breach with respect to any prior shipment.

4. DELIVERY

Any order for standard goods, entered and confirmed with a delivery date, shall be subject to the following limitations in regards to change of delivery requested by Purchaser: If the order is within zero to 2 weeks of scheduled delivery, no change of delivery date shall be allowed. If the order is greater than 2 weeks of the scheduled delivery, the delivery date may be changed with the prior written consent of SETRA and the payment of an agreed upon surcharge. Any order for custom goods may not be changed without the prior written approval of SETRA.

5. ACCEPTANCE

Purchaser will be deemed to have accepted the goods described on the face hereof if SETRA does not receive written notice of rejection within 10 days of receipt by Purchaser. In any event, payment shall constitute acceptance.

6. DESIGN

Unless otherwise specifically agreed in writing, SETRA reserves the right to adopt any changes in the design or manufacture of the goods.

7. LIMITED WARRANTY

SETRA warrants that the goods sold hereunder are free from defects in material and workmanship for a period of time set forth in the Product's operating manual or operating instructions or if SETRA is providing Services, the warranty period for such Services (and any replacement parts) shall be one(1) year from the date of delivery of the serviced goods. ("Warranty Period"). Seller warrants its good(s) only to the original Purchaser. There are no warranties whatsoever on goods built or acquired, wholly or partially, to a Purchaser's designs or specifications. This express warranty in this section is in lieu of and excludes all other warranties, express or implied, by operation or law or otherwise including THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (WHETHER KNOWN TO SELLER OR NOT), all other such warranties being hereby expressly disclaimed by Seller and waived by Purchaser. Written notice of claimed defects shall have been given to SETRA within the Warranty Period, and within thirty (30) days from the date any such defect is first discovered. The good or parts claimed to be defective must be returned to SETRA, accompanied by a Return Material Authorization (RMA) issued by SETRA's facility responsible for supplying goods, with transportation prepaid by Purchaser, with written specifications of the claimed defect. If a warranty claim is valid, SETRA shall pay reasonable one-way costs of transportation of the defective goods from either the original destination or the location where defect occurred, whichever is closest to SETRA's facility. If the warranty return is "No Problem Found," the Purchaser is responsible for an RMA evaluation and return shipping charges. Debit memos to accounts payable are not allowed for any returned goods without the prior written approval of SETRA. Under no circumstances shall SETRA be liable for removal of the goods from Purchaser's equipment or reinstallation into Purchaser's equipment. No person including any agent, distributor, or representative of SETRA is authorized to make any representation or warranty on behalf of SETRA concerning any goods.

This limited warranty shall not apply to goods that: have been subjected to abuse, neglect, accident, incorrect wiring, improper installation or servicing, or use in violation of instructions furnished by SETRA; that have been repaired or altered by anyone except SETRA or its authorized service agencies; the serial number or date code have been removed, defaced, or otherwise changed.

8. PATENT INDEMNITY

SETRA shall have no liability for infringement of any patents, trademarks, copyrights, trade dress, trade secrets or similar rights except as specifically provided in this section. Any liability of SETRA shall be limited as set forth in Section 10. SETRA will defend and indemnify Purchaser against allegations of infringement of U.S. patents, U.S. trademarks, copyrights, trade dress and trade secrets as (hereinafter collectively referred to as the "Intellectual Property Rights") subject to the limitations and conditions set forth in this Section. SETRA will defend, at its expense, and will pay the cost of any settlement or damages awarded in any action brought against Purchaser based on an allegation that an item sold to Purchaser ("Item") infringes the Intellectual Property Rights of a third party. SETRA'S obligation to defend and indemnify Purchaser is contingent on Purchaser notifying SETRA within ten (10) days after Purchaser becomes aware of such allegations of infringement, and SETRA having sole control over the defense of any allegations or actions including all negotiations for settlement or compromise. If an Item is subject to a claim that it infringes the Intellectual Property Rights of a third party, SETRA may, in its sole discretion, procure for PURCHASER the right to continue using the Item, replace or modify the Item so as to make it non-infringing, or offer to accept return of the Item and return the purchase price less a reasonable allowance for depreciation. Notwithstanding the foregoing, SETRA shall have no liability for claims of infringement based on information provided by Buyer, or directed to Items for which the designs are specified in whole or in part by Purchaser, or infringements resulting from the modification, combination or use in a system of the Items. The foregoing provisions of this Section shall constitute SETRA'S sole and exclusive liability and Purchaser's sole and exclusive remedy for infringement of Intellectual Property

Rights. If a claim is based on information provided by Purchaser or if the design for an Item is specified in whole or in part by Purchaser, Purchaser shall defend and indemnify SETRA for all costs, expenses or judgments resulting from any claim that such Item infringes any patent, trademark, copyright, trade dress, trade secret or any similar right.

9. RETURN OF GOODS

Only new and unused goods are eligible for return for credit within three (3) months from date of shipment, in SETRA'S sole discretion. Custom configured goods are built to Purchaser's specification and therefore may not be returned. Before any goods are accepted by SETRA, SETRA will inspect the goods to ensure they are new and unused and in proper working order and are acceptable for return for credit.

Any goods that are returned for Service or Calibration will need to be returned to SETRA with a fully completed Service & Calibration return form. These are available on our website www.setra.com. By completing the Service & Calibration return form, Purchaser is accepting all terms & conditions contained in these terms. Any goods that have been used with Hazardous Materials (any material other than inert gas) must be 100% purged with documented data and it MUST be accompanied by a MSDS sheet for that Hazardous Material. Goods must be bagged, sealed, and tagged accordingly and the paperwork MUST be on the outside of the shipping container. SETRA will not accept delivery of any goods exposed to biological processes. SETRA will not, under any circumstances, accept goods exposed to radioactive materials or asbestos.

All non-warranty returns or goods in warranty but deemed to be damaged in the field that are returned for Service & Calibration, will be an assessed evaluation/calibration fee. SETRA will make three (3) attempts within ninety (90) days from receipt of the goods by SETRA to contact the Purchaser/customer for approval of fees and additional charges. After three (3) failed attempts, SETRA, at its sole and absolute discretion, reserves the right to dispose of the goods without any liability to Purchaser/customer whatsoever.

TERMS AND CONDITIONS (continued)

10. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, SETRA SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOST PROFITS ARISING OUT OF THE PERFORMANCE, DELAYED PERFORMANCE OR BREACH OF PERFORMANCE OF THIS ORDER REGARDLESS WHETHER SUCH LIABILITY BE CLAIMED IN CONTRACT, EQUITY, TORT OR OTHERWISE. SETRA'S OBLIGATION IS LIMITED SOLELY TO REPAIRING OR REPLACING AT ITS APPROVED REPAIR FACILITY, ANY PRODUCTS OR PARTS WHICH PROVE TO SETRA'S SATISFACTION TO BE DEFECTIVE AS A RESULT OF DEFECTIVE SERVICES, MATERIALS OR WORKMANSHIP, IN ACCORDANCE WITH SETRA'S STATED WARRANTY. IN NO EVENT SHALL SETRA'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCTS THAT GAVE RISE TO SUCH LIABILITY. THIS DISCLAIMER SHALL REMAIN IN FULL FORCE AND EFFECT EVEN IN THE EVENT THAT BUYER'S SOLE AND EXCLUSIVE REMEDY SHALL FAIL OF ITS ESSENTIAL PURPOSE. THE REMEDIES OF THE PARTIES DESCRIBED ARE EXCLUSIVE AND IN LIEU OF ANY AND ALL REMEDIES UNDER APPLICABLE LAW. THE TERMS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

11. CANCELLATION

Termination of the order, in whole or in part, can be made only with SETRA's prior written consent and upon terms that will indemnify SETRA against loss and afford an equitable profit.

12. TAXES

All sales, use, or similar excise taxes or governmental charges imposed upon the sale or shipment of the product shall be paid for by the Purchaser and shall be added to and become part of the purchase price of the goods. It is the policy of SETRA to collect such taxes if in its judgment it is required to do so, unless Purchaser provides the appropriate tax exemption information to SETRA prior to its invoicing the order. 04/2011

13. CONFIDENTIAL INFORMATION

Unless specifically otherwise agreed, SETRA will not accept any disclosure to it by Purchaser of any information claimed to be confidential (including plans, drawings or specifications relating to Purchaser's proposed use of the product).

14. INTERNATIONAL DELIVERY

If the purchase calls for shipment to a point outside the United States of America, acceptance by SETRA is expressly subject to its ability to obtain, on appropriate terms, any export license or permit required by applicable governmental law or regulation.

15. PRICE CHANGES

SETRA reserves the right to change prices set forth in price lists, quotations and acknowledgments issued by SETRA, for goods ordered by Purchaser which at Purchaser's request are rescheduled for a new shipment date.

16. GOVERNING LAW

The validity, construction and performance of this contract and the transactions to which it relates shall be governed by the laws of Massachusetts. All actions, claims or legal proceedings in any way pertaining to this contract or related transactions shall be commenced and maintained in Massachusetts state courts or in federal court for the District of Massachusetts. Both parties acknowledge that, in pursuing this transaction, each has had minimum contact with Massachusetts and the parties hereto agree to submit themselves to the jurisdiction of such court. No actions arising out of the sale of goods covered by this order, other than an action by SETRA to recover the purchase price of such goods, may be brought by either party more than one (1) year after the cause of action accrues.

17. GOVERNMENTAL CONTRACTS

In the event the goods specified on this form are sold to the United States Government, a state government, or any agency, instrumentality or subdivision of a Federal or state government, the terms and conditions of this form shall be modified and amended only to the extent necessary to incorporate all applicable provisions of Federal, state or local procurement law.

18. PROPERTY RIGHTS

Except where otherwise expressly agreed, all patterns, tools, jigs and fixtures, drawings, designs, software and other materials and data developed, fabricated or otherwise required in the performance of this order, notwithstanding any charges, shall be and remain SETRA's property and in SETRA's possession and control. Except as specifically provided for in this order, Purchaser shall have no right in any technical data or Intellectual Property Rights associated with this order. In the event SETRA agrees to provide Purchaser with proprietary information, drawings, designs or data in conjunction with this order, Purchaser agrees that such information, drawings or data will not be disclosed to a third party, or used by Purchaser, without the written permission of an authorized official of Purchaser.

19. RESTRICTIONS ON EXPORT

Purchaser acknowledges that the goods and any technical data related to the goods may be controlled for export by the U.S. Department of Commerce or Department of State and that such items may require authorization prior to export from the United States or re-export. Buyer agrees that it will not export, reexport, or otherwise distribute the goods or any technical data related thereto, in violation of any export control laws or regulations of the United States.

20. PLACE OF MANUFACTURE

SETRA has the right to determine in which of its manufacturing facilities all or part of the order may be fabricated, processed, assembled, etc.

21. UNCISG

With respect to transactions to which the 1980 United Nations Convention for the International Sale of Goods (UNCISG) would otherwise apply and notwithstanding the venue to which the parties to a particular order may have agreed for dispute resolution, the rights and obligations of the Parties hereto including these Terms and Conditions shall not be governed by the provisions of the UNCISG.