

Terms & Conditions of Purchase

By purchasing Senva products, buyer agrees that all of the following terms and conditions apply to every purchase and supersede any conflicting terms in any purchase order or acknowledgement:

LIMITED WARRANTY:

SENAVA IS PROVIDING THIS WARRANTY IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY IS BUYER'S EXCLUSIVE REMEDY FOR ALL CLAIMS AGAINST SENVA. SENVA SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. SENVA TOTAL LIABILITY FOR ALL CLAIMS SHALL BE LIMITED TO THE PRICE PAID FOR ITS PRODUCT.

Senva promises buyer that any standard product manufactured by Senva shall be free from material defects in design, material, or manufacturing for a period of seven (7) years from the manufacture date; provided, however, that the warranty shall not extend to ordinary wear and tear, or to normally replaceable components (e.g., batteries and humidity sensor elements). During the warranty period, Senva may repair or replace (in its sole discretion) any product suffering from a warranty defect and returned freight prepaid by buyer, with no charge to buyer for any warranty repair or replacement. The warranty shall remain in full force and effect for said 7 year period, provided that the product: (1) was installed, operated, and maintained properly; (2) has not been abused or misused; (3) has not been repaired, altered, or modified outside of Senva authorized facilities; This warranty provides specific legal rights that may be varied by local laws.

SPECIAL ORDERS:

Senva is committed to providing responsive customer service. For products designed and built to customer specifications, please consult with Senva.

RETURNS:

No product may be returned without a returned material authorization number assigned by Senva. All warranty claims must be delivered to Senva, attention customer service. Standard products in unopened condition (except evaluation orders) can be returned to stock subject to a charge of 15% for up to 90 days from original shipment. Items opened, or held for 90 to 180 days, may be accepted for return subject to a 30% restocking charge. Products returned for credit must be in saleable condition. If the product has been modified, damaged,

or installed, we cannot accept return for credit. Non-standard products (including those having electrical modifications or private labeling) may not be returned, except for warranty service.

PAYMENT:

Payment terms are stated on each invoice. Buyer agrees to pay finance charges of 18% per annum on any past due amount. Buyer further agrees to pay any court costs, collections fees or attorney fees if legal action must be taken on any unpaid balance. For disputes, the prevailing party shall receive its costs and attorney fees (including costs and fee incurred at trial or an appeal). All legal rights shall be governed by Oregon law, excluding principles of conflict of law. Buyer consents to the jurisdiction of Oregon courts and agrees that such courts shall have personal jurisdiction over buyer. Venue shall be in Multnomah County, Oregon. Product specifications and pricing subject to change without any notice.

PRODUCT APPLICATION LIMITATION:

Senva products are not designed for life or safety applications. Senva products are not intended for use in critical applications such as nuclear facilities, human implantable device or life support. Senva is not liable, in whole or in part, for any claims or damages arising from such uses. Senva strongly believes in continuous improvement, therefore we must reserve the right to change specifications and product offerings without notice. Where possible, we will substitute products with equivalent functionality when necessary.

PROPOSITION 65 WARNING FOR CALIFORNIA RESIDENTS



WARNING: Senva products may contain BPA or other chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm.

Though a product may contain a Proposition 65 warning, it does not mean the product is a threat or danger to the consumer. Senva is committed to the quality and safety of our products.

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