



Ideal Vacuum Terms & Conditions

Thank you for purchasing your vacuum equipment from Ideal Vacuum Products. We appreciate your business and work hard to earn your continued trust. We do our best to deliver orders quickly and accurately. To that end, we stock a very large inventory of ready-to-ship products, with real-time availability shown on our website.

I. Product Returns

All exchange or refund requests must be made within 30 days of purchase. Requests received after 30 days will be denied. Custom-built items and software are not returnable or refundable. A 30% restocking fee will be applied to all returns for cash reimbursement. A 20% restocking fee will be applied for returns for credit to purchase other items. Shipping and handling fees are not refundable. Outbound and inbound shipping and freight are the customer's responsibility. Refunds may take up to 30 days to process.

To return a product, login to our website, fill out the online return form, and follow the return instructions that are printed with the RMA number. We do not accept product returns without a completed return form and corresponding RMA number. Returned products must be new, unused, and in original packaging, and must include all parts, accessories, and documents with which the item was delivered. We do not accept freight-damaged returns. Package the product well. Always use a quality shipping container and shipping method, preferably the one used to deliver the product to you. We highly recommend shipping vacuum pumps by motor freight; boxed and banded to a small skid or pallet.

https://www.idealvac.com/rmarf.asp

II. Warranty Repairs

All new Ideal Vacuum products come with a one-year warranty. Products sold through Ideal Vacuum and produced by other manufacturers may have different warranties which are specified on the idealvac.com website or in the manufacturer's documentation. All products are warrantied to the original purchaser only. Some manufacturers offer an advanced exchange program which can make it possible to provide you with an advanced exchange (please contact us to see if this program is available). All remanufactured products carry a 90-day warranty. Remanufactured products must be returned to us for repair. Our warranty covers 100% of parts and labor if it is determined, in our sole discretion, that the product has failed during normal, intended use, due to defective parts and/or workmanship. This warranty does not cover improper installation, process related damage, product use in any way other than defined in the product manual, or any misuse, abuse, negligence, accident, or customer modification to the product.





THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE. IDEAL VACUUM PRODUCTS SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OF THE PRODUCT. THE TOTAL LIABILITY OF IDEAL VACUUM SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT UNDER ANY CIRCUMSTANCES.

The warranty period starts when the customer receives the product.

Our warranty repair terms:

- 1. All sales are final.
- 2. If failure is found not to be under warranty, repair service will be billable.
- 3. On approved warranties we will compensate for economy ground shipping value only.
- 4. Buyer pays freight inbound on buyer's freight account.
- 5. Return freight damage is not covered in our warranty. Package products well for shipping.

6. Pumps should be repacked in their original shipping box or crate, if possible, prepped for motor freight, and strapped to a skid.

7. Returned items take priority and will be repaired asap.

We require that you first seek assistance through our customer support system before returning any product to rule out the possibility of simple fix solutions that could save time and money. Even if unsuccessful, these initial efforts can provide a good understanding of the problem. To return a product for a warranty repair, fill out our online RMA warranty return service form and follow the printed instructions.

https://www.idealvac.com/rmawrsf.asp

In some cases, it may be desirable for an Ideal Vacuum representative to provide training or to make repairs at the customer's facility instead of shipping the equipment to us. On-site training or service may be possible. Please contact us for a quote or more information about on-site service.





III. Software Licenses and Agreement

All software published by Ideal Vacuum is owned and copyrighted by Ideal Vacuum. Some Ideal Vacuum software is provided with a non-expiring license as part of a hardware purchase. Other software is licensed for a specific piece of equipment for a limited term by paid subscription. Users of Ideal Vacuum software products are granted a nonexclusive license to use the Ideal Vacuum software for the term specified. Users may not copy, decompile, or redistribute software without written consent from Ideal Vacuum. Ideal Vacuum warrants that the software will perform substantially in accordance with the specifications and included documentation. To the best of Ideal Vacuum's knowledge, the software does not contain any virus, malware, or other code that might disrupt the user's ability to use the machine on which the software is installed.

Ideal Vacuum does not warrant that its software will be error-free in all circumstances. In the event of any defect, error, or bug, the customer agrees to provide us with sufficient detail to allow us to reproduce the deficiency. Ideal Vacuum may, in its sole discretion, provide updates or software revisions to correct an issue. This Agreement does not convey any rights to the software's source code to the user.

THIS SOFTWARE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE. IDEAL VACUUM PRODUCTS SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OF THE SOFTWARE. THE TOTAL LIABILITY OF IDEAL VACUUM SHALL NOT EXCEED THE PURCHASE PRICE OF THE SOFTWARE UNDER ANY CIRCUMSTANCES.

IV. <u>Rebuild Service</u>

As of January 2023, Ideal Vacuum no longer offers rebuilding services except to selected local customers in New Mexico. Local rebuild service carries a 90-day warranty on parts and labor. Log-in and follow the online steps to complete the return authorization process to obtain an RMA number along with return shipping instructions.

https://www.idealvac.com/rmarsf.asp

For customers outside of New Mexico, please consider replacing your defective equipment with new. We offer discounts for your trade-in items towards the purchase of new equipment. This process allows you to have new, warranted equipment much faster than repair service. We stock a huge inventory of new vacuum equipment. Our sales team can help answer any questions you may have.





Our rebuild service carries a 90-day warranty on parts and labor. We are happy to provide an estimate/quotation for repair services. Quotes are made based on the normal, customary cost of a typical similar repair. Generally, the cost of any service depends on the condition of the broken item. Once the repair quote is approved, if the repair is within 10% of the estimated cost, we will finish the job and contact you with an invoice when the item is ready to be shipped. If we find that the required repairs are much higher than the estimated/quotation price, we will stop, revise the quote and contact you. We will stop service and wait for your approval of the revised quote. An evaluation charge of \$325 is applied when we check, troubleshoot, prepare a written quotation, and the customer decides to have the product returned without service. No evaluation fee is applied to items which are then rebuilt or repaired by us. The typical lead time for our service is approximately 2 to 4 weeks. The lead time greatly depends on our workload.

V. Shipping Damage

If a product is damaged in shipping, we must be notified within 7 business days after your receipt of the shipment. Shipping damage claims made after the 7-day period will be denied. If the item was shipped using your shipping account, you are responsible for filing a damage claim with your carrier. To report shipping damage, the item(s) must be inspected, and pictures must be sent to our returns manager. If a product is damaged in shipping and shipped on our account, our policy is to provide a replacement product or a refund. If any products listed on the packing slip are missing or did not arrive, we require a copy of the packing slip you received, and a photograph of the products received. We will send replacements if available and in stock. Approvals for replacements/refunds are at the discretion of our returns manager.

VI. Payment Methods

Please see our payment methods at: <u>https://www.idealvac.com/payivp.pdf</u>

Thank you very much for your business.

Sincerely,

Ideal Vacuum Products, LLC Email: info@idealvac.com