

Express Limited Warranty

- Romaine Electric warrants to Romaine Electric customers that any good supplied by Romaine Electric shall be free from defects in material or workmanship under normal use and service for one year from the date of purchase by a consumer.
- This express limited warranty does not apply where there has been a failure of goods due to alteration, repairs, misuse, improper installation, neglect or accident.
- If any part or product sold or distributed by Romaine Electric is covered by any
 manufacturer's warranty or any other separate or independent warranty supported by the
 part or products distributor or licensor/licensee, then that warranty shall be the sole and
 exclusive warranty for the part or product.
- Warranty claims must be submitted by the Romaine Electric customer who purchased the part from Romaine Electric.

Customer Responsibilities and Limitation or Remedies

- The Romaine Electric customer is responsible for any and all transportation costs
 associated with the examination, inspection, repair or replacement of defective goods under
 the Romaine Electric Express Limited Warranty and Express Limited Labor Warranty.
- Damages will not exceed purchase price (not including tax) for what was paid for the goods.

Exclusion of Other Warranties

- Except as provided above, Romaine Electric makes no other express or implied warranties of any kind, including but not limited to Merchantability or Fitness for a particular purpose.
- Verbal statements about goods by sales personnel/representatives do not constitute warranties and are not part of Romaine Electric Warranties.

Exclusion of Incidental and Consequential Damages

- Romaine Electric shall not be liable for any incidental or consequential damage that the consumer alleges that his/her equipment may have suffered as a result of the purchase and/or use of Romaine Electric goods.
- This exclusion of liability for incidental and consequential damages includes, but is not limited to, claims for lost profits, any costs or expenses for labor, transportation or other expenses incurred by reason of the use of sale of any defective goods.
- Warranties give specific legal rights, and other rights may vary by state, as some states do not allow the exclusion of warranties and incidental or consequential damages, or limitations of remedies.

Product Liability

 All Romaine Electric products are automatically covered by a comprehensive liability policy for both bodily injury and property damage.

Claim Process

If a Romaine Electric customer believes they have purchased defective goods from Romaine Electric as described, they should notify Romaine Electric via phone, email or fax, fully informing Romaine Electric of why the goods are believed to be defective.

- The warranty claim needs to be completed and submitted. Customer Service can assist with form completion for customers who do not have internet accessibility.
- Romaine Electric will either request the return of the defective goods to Romaine Electric for inspection or will rely on the information provided to determine if the goods are defective as described above.
- If any items are proven to be defective, Romaine Electric, at its option, will repair or replace
 the defective product(s), refund the purchase price excluding sales tax, or issue a customer
 account credit toward the purchase of future items.

Force Majeure

Romaine Electric shall be under no obligation to perform any contract when performance is
prevented by fire, strike, labor dispute, war, embargo, transportation delay or failure,
material shortages, supplier default, government intervention or act of God or for any other
cause beyond the control of Romaine Electric.