

WARRANTY – PROFESSIONAL USE FOR PRODUCTS

ONRION LLC USA (hereafter to be called **ONRION LLC**) warrants to Customer(s) who purchase Product(s) and/or Service(s) from authorized **ONRION LLC** distribution channels for use in their profession that Products will be free from defects in workmanship and materials for a duration described in this code. The warranty duration depends upon the nature of the Product(s). Unless indicate otherwise, a period will be either ninety (90) days from the invoice date (the date when the invoice is issued) or the delivery of the Product(s) and/or Service(s), whichever occurs sooner.

Consumable Product(s) are warranted, at the time of sale, only against defects in workmanship or materials that prevent their use. Consumable Product(s) are goods reasonably expected to be used up or damaged during use, including but not limited to drill bits, saw blades, grinding discs, sanding discs, knife blades, files, and batteries. This warranty only extends to the original Customer(s) and cannot be transferred or assigned.

During the applicable duration of the warranty, **ONRION LLC** shall not be liable for incidental or consequential damages directly or indirectly arising or resulting from the breach of any of the terms hereof or from the sale, handling or use of the Product(s) sold or Service(s) are furnished. **ONRION LLC**'s sole liability (and CUSTOMER's exclusive remedy) hereunder, either for breach of warranty or for negligence, is expressly limited at the option of **ONRION LLC** (a) to the replacement at the agreed point of delivery of any products found to be defective or not to conform to the description and specifications set forth herein, (b) to the repair of such products, (c) to the refund or crediting to buyer of the price of such products.

ONRION LLC is a distributor, and not a manufacturer of Product(s). Accordingly, any warranty of quality, merchantability or fitness for a particular purpose is that of the manufacturer only and not that of **ONRION LLC**. **ONRION LLC** agrees to use commercially reasonable efforts to cause its manufacturers to furnish Product(s) that will be free from defects in material and workmanship, will be free from patent infringement, and will be merchantable. Should the Product(s) fail to meet any manufacturer's warranty, then upon notification thereof and substantiation that the Product(s) has been stored, installed, maintained and operated in accordance with manufacturer's recommendations and standard

industry practice, **ONRION LLC** shall assist buyer in obtaining suitable repair or replacement, or other remedy, as provided in the applicable manufacturer's warranty.

In addition to any limitations outlined in warranty statements provided with the Product(s), **ONRION LLC** does not provide any warranty products subjected to "abnormal use". "Abnormal use" includes but not limited of misuse, accident, modification, unreasonable use, abuse, neglect, lack of maintenance, use in product-related service, or use after the product is significantly worn. Abnormal use of tool storage units also includes, without limitation, situations when a unit is pulled using a mechanical vehicle, rolled over large drops, used in a highly corrosive environment, used as a step stool, modified with non-**ONRION LLC** parts, overloaded or modified in any way.

The foregoing warranty is in lieu of and excludes all other warranties not expressly set forth herein, whether express or implied, by operation of law or otherwise, including but not limited to any implied warranties of merchantability or fitness for a particular purpose. Descriptions of Product(s) contained in this website are for the sole purpose of identifying Product(s) and shall not be construed as an express warranty.

RETURN POLICY

No Product(s) will be accepted for return without an **ONRION LLC** approved Return Goods Authorization ("RGA"). All returns are subject to a restocking charge % 20(twenty percent). Special ordered or modified Product(s) are not returnable.

Customer(s) may return any Product(s) purchased from the **ONRION LLC** web site (<http://www.impexron.us>) for any reason within 15(fifteen) days of delivery. To return a Product, Customer must call +1 9735362331 or email a return request to sales@onrion.com to request a Return Goods Authorization form ("RGA"). The RGA will provide detailed instructions on the return process. Product must be in new, sellable condition when returning for a refund.

Upon receipt and confirmation of the return by **ONRION LLC**, Customer's credit card will be credited for the amount of the purchase price of the item and the tax paid by Customer, less shipping charges for the return, except in cases of the wrong Product(s) being shipped by **ONRION LLC**, or in the case of a damaged or defective Product(s). In the case of a damaged or defective Product, Customer may choose to have the Product replaced with the identical Product, or if the Product shipped was not the Product ordered by the Customer, Customer may elect to have the correct Product shipped. If the Product was damaged in transit,

ONRION LLC requests that you hold the Product and original packaging and call the carrier for inspection and pick-up.

ONRION LLC strongly encourages you to send returns with a tracking number or delivery confirmation number. **ONRION LLC** recommends that you (1) use a carrier that offers shipment tracking for all returns and (2) either insure your package for safe return **to ONRION LLC** or declare the full value of the shipment so that you are completely protected if the shipment is lost or damaged in transit. **ONRION LLC** is not responsible for lost or damaged returns.

If you choose not to (1) use a carrier that offers tracking or (2) insure or declare the full value of the product, you will be responsible for any loss or damage to the product during shipping. Replacement or refund will not be issued unless a valid proof of delivery can be provided. Refunds will only be issued to the credit card used for the original purchase. In the event that card is no longer active, a refund will be issued via check.

GOVERNING LAWS

These terms and conditions, and use of this website, shall be governed by and construed in accordance with the laws of the **State of New Jersey**, without reference to principles of conflicts of laws. The rights and obligations of the parties hereunder shall not be governed by **the 1980 U.N. Convention on Contracts for the International Sale of Goods**.

Any provision which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability of such provision in any other jurisdiction.