



ELS Instruments srl (formerly CAEN ELS s.r.l.)
Via Karl Ludwig Von Bruck 32 - 34144 Trieste (TS) - Italy
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Return Merchandise Authorization (RMA) Terms and Conditions

This document defines the terms and conditions applicable to the Return Merchandise Authorization (RMA) process for products returned to ELS Instruments. By requesting an RMA and shipping a product to ELS Instruments, the customer acknowledges and accepts the following terms.

1. RMA Authorization

All product returns must be authorized in advance by ELS Instruments through the issuance of a valid RMA number.

Any product returned to ELS Instruments without a valid RMA number clearly marked on the outside of the package will be rejected and returned to the customer at the customer's expense.

2. Packaging and Shipment

Products must be returned in their original packaging. If the original packaging is not available, the customer is responsible for providing adequate and safe packaging to prevent damage during transportation.

If new original packaging is required when the product is shipped back to the customer, the cost of such packaging will be charged as part of the repair or service cost.

ELS Instruments is not responsible for packages received with missing or incomplete contents. If a package is received with missing contents, ELS Instruments will notify the customer. Any claims or disputes related to loss or damage during transportation must be handled directly between the customer and the shipping carrier.

3. Shipping Costs and Customs Charges

The customer bears all costs and risks associated with shipping the defective unit(s) to ELS Instruments.

ELS Instruments bears the cost of shipping repaired or replacement unit(s) back to the customer, unless otherwise agreed in writing.

International customers are responsible for all customs-related charges, including but not limited to brokerage fees, taxes, duties, and any other applicable governmental charges.

4. Warranty Returns

For products covered under warranty, ELS Instruments will evaluate the returned unit and, at its sole discretion, repair or replace it in accordance with the applicable warranty terms. For products repaired or replaced under warranty, the original warranty period remains unchanged and continues to apply until its original expiration date. Any repaired or replaced parts are covered only for the remaining duration of the original warranty period. Replacement units may be new or refurbished and are tested and verified to meet applicable specifications. The customer may not receive the original unit back.

5. Out-of-Warranty Returns

Products returned outside the warranty period are subject to technical inspection and evaluation by ELS Instruments.

If the product is deemed repairable, ELS Instruments will provide the customer with a repair quotation. Repairs will be performed only after written acceptance of the quotation by the customer.



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ELS Instruments reserves the right to charge an inspection and diagnostic fee. This fee applies regardless of whether the repair quotation is accepted or the repair is ultimately performed.

Products on which an out-of-warranty repair is performed are covered by a twelve (12) month warranty limited exclusively to the replaced or newly installed parts or components. In addition, the repaired product, as a whole, is covered by a four (4) month warranty period from the date of shipment, covering the proper execution of the repair service. This limited warranty does not extend or renew the original product warranty, unless otherwise required by applicable law.

6. Products Deemed Not Repairable

If a product returned outside the warranty period is deemed not repairable, ELS Instruments will inform the customer and offer one or more of the following options, subject to availability:

- Return of the unit in its current condition, at the customer's expense;
- Replacement with a new or refurbished unit, at the customer's expense;
- Disposal of the unit by ELS Instruments, only upon written authorization by the customer.

In the absence of customer instructions within a reasonable time after notification, ELS Instruments reserves the right to store the unit at the customer's expense.

7. Repaired and Replacement Units

Repaired or replacement units are tested and verified before shipment. Replacement units may be new or refurbished.

8. Reporting Damages or Discrepancies

Any damages, defects, or missing items related to repaired or replacement unit(s) must be reported to ELS Instruments within five (5) business days from receipt of the shipment.

Failure to report such issues within this period may result in the claim being rejected.

9. Limitation of Liability

To the maximum extent permitted by applicable law, ELS Instruments shall not be liable for indirect, incidental, or consequential damages arising from the RMA process, including but not limited to loss of use, loss of data, or loss of profit.

10. Governing Law

These RMA Terms and Conditions are governed by and construed in accordance with the laws of Italy, without regard to conflict-of-law principles.

11. Contact Information

For any questions related to the RMA process, please contact:

ELS Instruments srl

Customer Support

support@els-instruments.com

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*ELS Instruments reserves the right to modify these RMA Terms and Conditions at any time without prior notice.
The version in effect at the time the RMA is issued shall apply.*