

## **PRIVACY STATEMENT**

In the following paragraphs, we would like to present to you our policy about securing the privacy of any information you entrust to us as a result of doing business on our website.

When you choose to do business with us on [parts.emrco.com](http://parts.emrco.com) (hereafter referred to as our "web-site"), we will ask you to voluntarily provide us certain personal information. This information provides us the specifics of who you are. The information we collect includes certain personal information such as your e-mail address, name, address, telephone number and, in some cases, your credit card information. We commit to use this information only to operate our web-site and to deliver the services you have requested.

If you allow us to store your credit card information, so that it will be available to you whenever you place an order with us, we express to you that we are completely in compliance with all Federal Laws concerning the storage of your credit card information in a totally secure encoded format.

Both you and EMR agree that it is completely optional for you to engage in doing business with us and supplying us with any information.

We may, from time to time, contact you using this information to ask you for your opinion about our level of service, the web-site itself, and/or to advise you of potential services that we feel may be of interest to you. We may also use this information to deliver administrative notices regarding our web-site and/or our business relationship.

EMR may also disclose your personal information, without notice, if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on EMR or our web-site; (b) protect and defend the rights or property of EMR; and, (c) act under exigent circumstances to protect the personal safety of users of EMR, or the public.

Other than stated above, EMR will not sell, rent, lease or share this customer information with third parties. We do, however, reserve the right to modify or change this privacy policy at any time, simply by posting such changes on the web-site. Any such change, update, or modification will be effective immediately upon posting.

We welcome any comments or suggestions regarding our web-site Privacy Statement. To do this, please contact our web-site administrator at 800-879-4994.

## **ELECTRONIC COMMUNICATION**

When you visit the EMR [web-site](#) or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on our [web-site](#). You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing.

You acknowledge that data, including email and electronic communications, may be accessed by unauthorized third parties when communicated between you, EMR, and information transmitters, using the internet, network communications facilities, telephone, or any other electronic means. While EMR will use commercially reasonable efforts to protect communications, you agree that we are not responsible, or liable, for any such unauthorized third-party access.

## **PROPRIETARY RIGHTS**

All content included on our [web-site](#) is the property of EMR or others from which EMR accepts content for use on our [web-site](#) is the property of EMR and protected by United States and international copyright and other available intellectual property rights. This content, including photographs may not be used, reproduced, copied, or manipulated in any manner without the express, written approval of EMR.

## **USE RESTRICTIONS**

You agree not to upload, post or transmit to, distribute or otherwise engage in any activities through our [web-site](#) (a) which restrict or inhibit any other users from using and enjoying our [web-site](#); (b) which are unlawful, threatening, abusive, harmful, libelous, defamatory, harassing, tortuous, hateful, racially, ethnically or otherwise objectionable, obscene, or pornographic; (c) which constitute or encourage conduct that would violate law; (d) which infringe the rights of third parties; (e) which are designed to interrupt, destroy or limit the functionality of any computer software, hardware, telecommunications equipment; (f) which are intended to violate system integrity; (g) for which you do not have all necessary rights and licenses to transmit under any law or under contractual or fiduciary relationships; (h) which constitute unauthorized advertising or promotion; (i) which contain false or misleading indications of origin or statements of fact; (j) which monitor or copy content by using any automatic devices or manual process; (k) which impose an unreasonable or disproportionately large load on our [web-site](#)'s infrastructure. Commission of these or other illegal, fraudulent, destructive or malicious acts will subject you to sanction, including termination of your access to our [web-site](#) and possible civil or criminal liability.

Notwithstanding the above, EMR reserves the right to refuse access to, and usage of, our [web-site](#) to anyone, at any time, at its sole discretion.

## **CHANGES AND ERRORS**

Prices, availability and terms, designs, material specifications, weights, and dimensions and all other information on our [web-site](#) are subject to change without notice. In addition, products may be substituted by the manufacturer and may not always exactly match the descriptions and/or images on our [web-site](#).

By your use of our [web-site](#) you acknowledge that website errors sometimes occur. EMR reserves the right to revoke without liability any stated offer reflecting what EMR determines to be an error after an order has been submitted, whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is revoked, EMR's exclusive liability (and your sole remedy) will be for EMR to issue a credit to your credit card account in the amount of the charge. Individual bank policies will dictate when this amount is credited to your account.

## **PAYMENT TERMS**

EMR accepts VISA, MasterCard, Discover, and American Express. For customers with established EMR credit, payment terms are Net 30 Days from the date of shipment or pick-up. If a customer fails to make payment within 30 days, EMR may defer pending shipments until such payment is made, or may at its option, cancel all or any part unshipped orders. Delinquent balances over 30-days will accrue interest at a rate of 1.5% per month. Purchaser agrees to pay the cost of any and all expenses incurred by EMR to collect past due sums, including but not limited to legal, collection and court costs.

## **SHIPPING POLICY**

Products are shipped FOB shipping point. Freight costs and handling fees are paid by EMR to the carrier and charged to the customer. EMR will attempt to comply with any request for method of shipment but we prefer to ship via UPS; i.e. Next Day Air, 2nd Day Air, early AM, or Saturday delivery.

During checkout, we have chosen to adopt a single FLAT RATE amount for any size shipment as long as the parts/items are in stock. This flat rate will be the same no matter where in the contiguous United States the package(s) is being shipped, allowing you to know the freight amount you will be paying at the time of checkout. There is a flat rate for each method of UPS shipment. We may need to modify this flat rate, if UPS identifies that the size of your shipment is oversized or requires a UPS dimension weight surcharge.

If your order includes backorders, we will apply the flat rate to the first shipment (items that are currently in stock). When the backorders are shipped, the invoice for those parts will include any incoming freight expense as well as the actual UPS charges

incurred in shipping this second order. If you are a NET 30 day customer, you will be invoiced separately for each shipment.

If you are a COD customer, your credit card will be charged, at checkout, for all parts (in stock or not), any applicable sales tax, and the flat rate shipping amount. When the backorders are shipped, your card will be charged a second time to cover all/any incoming freight incurred to obtain these items and the actual cost to ship out the second (or subsequent) shipment.

If your order requests an international shipment or requires a common carrier shipment, EMR will not charge you a freight amount at time of checkout. And, after advising you, we will determine the least expensive carrier, and ship your order FREIGHT COLLECT allowing you to take advantage of our freight discounts if they are lower than those which you can obtain on your own.

## **DELIVERY PROBLEMS**

### Shortages

EMR makes every effort to deliver an accurate and complete product shipment and we depend on our freight carriers to do the same. If a discrepancy in an order exists, we ask that you contact EMR Customer Service via telephone or email immediately and report the problem. When you call please reference the EMR sales order number that appears on the packing slip that accompanies the shipment.

### Damages

If UPS tries to deliver a package to you that shows abuse and/or the possibility of concealed damage please open the box in the presence of the driver and, if necessary, refuse the shipment. If a freight shipment arrives, which shows obvious mishandling and/or visible carton damage, you must make notation of this on the pro-bill when you sign for the shipment. Since all shipments are made FOB Shipping Point, you are responsible for filing a claim with the carrier. However, please call EMR Customer Service and advise them of the occurrence so that we may have the opportunity to help you with your claim.

In any case, please save the container and all of the original packing material for the damaged shipment, in the condition the package(s) was received, so that if required by the carrier, a damage claim inspection can be made. A digital photo of the damaged carton, at the time of receipt, and of any concealed product damage would be helpful in all situations.

## **RETURN POLICY**

EMR will not accept any returns without prior approval or consent, which will be given or withheld at EMR's discretion. To obtain a return authorization from EMR you must contact us via phone at 800-879-4994 ext 23 during normal business hours. Our hours of operation are 8:00 AM – 4:30 PM EST Monday – Friday.

EMR supports all factory parts warranty programs for the products it distributes.

Both warranty and non-warranty returns are subject to the following:

- After an RMA is authorized, you will be sent a copy of the RMA (a copy of which will need to be used as the packing slip) and return instructions
- Parts must be returned, freight prepaid, within three (3) weeks of purchase.
- Parts must pass visual inspection by an EMR employee, no used parts will be accepted (returned parts cannot show any signs of installation).
- No electrical parts can be returned.
- No parts where safety might be a concern can be returned (i.e. safety valves).
- Parts must be returned in original packaging.
- Some special-ordered parts may not be returnable per the factory.
- All returns are subject to a 25% restocking fee.
- When accepted, a credit will be issued to the customer's account and/or a refund made within 10 days of return.
- Warranty returns will be accepted only for replacement, not for credit, and are subject to factory approval. You are responsible for the freight expense incurred to ship the part to EMR, and EMR will absorb the freight expense incurred to ship you the replacement.

## **WEB-SITE DISCLAIMER**

[parts.emrco.com](http://parts.emrco.com) IS OPERATED ON AN "AS IS, AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. EMR DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO OUR [WEB-SITE](#) AND ITS CONTENTS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

Without limiting the foregoing, EMR does not represent or warrant that (a) the information on our [web-site](#) is accurate, complete or current, (b) our [web-site](#) will operate without interruption or error or will meet your requirements, (c) our [web-site](#) and its servers are free of computer viruses or other harmful mechanisms (and if your use of our web-site results in the need for servicing or replacing equipment or data, EMR is not responsible for these costs), (d) content provided on our [web-site](#) is applicable or appropriate for use in locations outside the United States.