

Warranty, Repair, and Return Policy

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www.gkinc.com

General Warranty

Gordon Kapes, Inc. warrants for a period of three (3) years from the date of manufacture that each of its standard products is free of defects in material and workmanship. There are no warranties which extend beyond the description on the face hereof. The Warranty described in this paragraph shall be IN LIEU OF any other warranty, expressed or implied, including but not limited to, any implied warranty of MERCHANTABILITY or fitness for a particular purpose.

What this Warranty Covers

For purposes of this Warranty, a “standard product” consists of the mechanical and electronic components that are assembled to create a device or system. This is commonly referred to as a product’s “hardware.” Any embedded software or computer code that provides functionality to the hardware is covered under separate Gordon Kapes, Inc. Warranty policies.

Conditions and Exceptions of Warranty

Gordon Kapes, Inc.’s liability under this Warranty is expressly conditioned upon:

- 1) The product having been installed in accordance with industry-accepted installation practices and Gordon Kapes, Inc.’s recommended standard installation and configuration practices.
- 2) The product having been maintained in accordance with Gordon Kapes, Inc.’s standard maintenance practices.
- 3) Gordon Kapes, Inc. shall have no responsibility under this Warranty as concerns apparent defects which have been caused by misuse, abuse, improper application, alteration, accident, or negligence in use, storage, transportation, or handling. Further, the original identification markings must not have been removed, defaced or altered.
- 4) The parties agree that the Buyer’s sole and exclusive remedy against Gordon Kapes, Inc. shall be for the repair or replacement of defective parts, as provided herein. The Buyer agrees that no other remedy (including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to persons or property, or any other incidental or consequential loss) shall be available to him.

Warranty Date Codes

Each Gordon Kapes, Inc. device is labeled with a date code on one side of its printed circuit board and/or the unit’s housing. The Warranty period begins on the date indicated on the label.

Sample Code: 12/05 (Date of manufacture—Warranty expires three years from this date).

Repair and Return Policy

An RA (Return Authorization) number must be requested by email or phone. Equipment received without an RA number will be returned. The shipping label must include the RA number.

Send defective units, prepaid, using this format:

Gordon Kapes, Inc.
Repair Department
5520 West Touhy Avenue, Unit I
Skokie, IL 60077 USA
RA XXXX

Please include a description of all problems with all returns. Equipment is typically repaired and returned within 15 days or a notice will be sent as to reasons for delay. A purchase order or credit card number is required for all out-of-warranty units.

The Buyer shall not be required to deliver a defective part to Gordon Kapes, Inc. if (1) the part was destroyed as a result of its defect or of any defect in any part covered in this Warranty; and (2) the Seller is reasonably satisfied that the part was defective at the time of sale. If both of these conditions are met, Gordon Kapes, Inc. shall replace the part in the same manner provided herein as if the Buyer had delivered the same to Gordon Kapes, Inc.

All repairs of material still under the original warranty are warranted for 90 days from date of repair or for the duration of warranty, whichever is longer. All out-of-warranty items are covered for 90 days from date of repair.

Restocking Charge Policy

The restocking charge for equipment approved for return to Gordon Kapes, Inc. is as follows:

0–30 Days from Ship Date: 20% of original price.

Material must be returned in like-new condition, never installed, in original carton(s).

Over 31 Days from Ship Date: Not returnable.

Repair Costs

In-Warranty Repair: No charge.

Out-of-Warranty Repair: Minimum charge of \$50.00.

Replacement

A limited stock of replacement units is available should equipment failure create an emergency situation. Immediately contact Gordon Kapes, Inc. to obtain an RA number and request a “loaner.” A replacement unit will then be shipped, if available. Please follow repair and return procedures for the malfunctioning unit. Upon receipt of the repaired unit, the replacement must be returned, prepaid, to Gordon Kapes, Inc. If the replacement unit has not been received within 30 days, an invoice at the current end-user price will be issued.