

Terms & Conditions

LIMITED WARRANTY STATEMENT

AUX Product End User Limited Warranty

Subject to the terms and conditions set forth below, AUXUSA Warranties the products purchased from AUXUSA or from a AUXUSA authorized reseller/retailer to be free from defects in materials or workmanship under normal consumer use during the respective Warranty Period set forth below. The Limited Warranty is valid only on Products purchased and used in the lower continental United States (not including Alaska, Hawaii, or Puerto Rico). Cosmetic blemishes or imperfections that do not affect functionality of the Product are not covered under this Limited Warranty. If the Product becomes defective during the warranty period, AUXUSA will repair or replace the Product at its discretion.

A. 1 Year Parts & 5 Years Compressor Warranty

The term “Warranty Period” means a period of 1 or 5 Year(s) from the date of the sales receipt for the purchase of the Product. Subject to the terms and conditions of this Limited Warranty, AUXUSA warrants to you (the original retail purchaser) that, during the Warranty Period and under normal use and service, the Product will substantially conform within the user instruction materials packaged with the Product.

B. Obtaining Warranty Service

To receive instructions for obtaining repair or replacement warranty services as well as general troubleshooting, you may call **866-6AUXUSA** or email us at **customer_service@auxusa.com** to begin the RMA process. Our office hours are Monday – Friday, 9AM to 5PM Pacific Time. AUXUSA will attempt to resolve technical issues over email or via phone. If a resolution is not possible, AUXUSA shall issue a Return Merchandise Authorization (RMA) number for a Return. RMA numbers are valid for fifteen (15 days) from the date of issuance and void thereafter.

You must also:

1. Submit proof of purchase in the form of a dated bill of sale, receipt, or invoice placed within the return package and a full detailed description of the defect found.
2. You must return the Product to AUXUSA or to an AUXUSA Authorized Service Provider in a suitable packaging that provides adequate degree of protection

against damage during transit to the location specified by AUXUSA Costs associated with the packaging and shipping for warranty service shall be at your expense. You are also responsible for insuring any Product returned and assume the risk of lost or damaged packages.

3. All returned Products must be accompanied by a valid RMA number located on the exterior of the package.

C. Exclusive Remedy

During the Warranty Period, AUXUSA will, at its option and as your exclusive remedy for breach of this Limited Warranty or any implied warranties:

- Repair or replace a defective Product, or
- In the event an exact replacement is not available, a model of equal or better value will be sent at no cost to you.
- Any replacement parts will be new or refurbished and the serviced unit will be warranted for the remainder of the original Warranty Period, or thirty (30) days from the date of shipment of the Product back to you, whichever is longer.

AUXUSA DOES NOT PROVIDE ANY WARRANTIES REGARDING ITS WARRANTY SERVICES AND, EXCEPT FOR THE PRECEDING SENTENCE, DISCLAIMS ALL DUTIES (IF ANY) OF WORKMANLIKE EFFORT OR OF REASONABLE CARE.

D. NO OTHER WARRANTIES

The express warranty stated in Section A above is the only express warranty made to you and is provided in lieu of all other express or implied warranties and conditions (if any) including any created by any other statements, documentation, or packaging. No other warranties or conditions are made with respect to the Product or warranty services by any person, including but not limited to AUXUSA and its suppliers. **No other information (oral or written) or suggestions given by AUXUSA, its agents or suppliers or its or their employees, shall create a warranty or condition or expand the scope of this Limited Warranty.**

E. EXCLUSIONS FROM LIMITED WARRANTY.

This Limited Warranty shall not apply and AUXUSA has no liability under this Limited Warranty if the Product:

- Is used for commercial purposes (including rental or lease);
- Has cosmetic blemishes or imperfections;
- Is not purchased from an AUXUSA authorized reseller;
- Is modified or tampered with;

- Is damaged by Acts of God, power surge, misuse, abuse, negligence, accident, wear and tear, mishandling, misapplication, or other causes unrelated to defective materials or workmanship;
- Serial number is defaced, altered, or removed;
- Is damaged during shipment;
- Is not used in accordance with the user instruction materials packaged with the Product;
- Is repaired, modified, or altered by other than AUXUSA authorized repair centers.

AUXUSA reserves the right to refuse and return, freight collect, Products (i) that are not covered by AUXUSA Warranty; or (ii) for which there is no trouble found. Product delivered to AUXUSA or an AUXUSA Authorized Service Provider with an expired RMA may be refused and returned, without prior notice, to the Customer freight collect.

F. OTHER LIMITATIONS

EXCEPT FOR THE WARRANTIES SET FORTH HEREIN, AUXUSA DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY APPLICABLE LAW ARE LIMITED TO THE TERMS OF THIS LIMITED WARRANTY. IN NO EVENT SHALL AUXUSA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, INFORMATION, DATA OR USE, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRODUCT, EVEN IF AUXUSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT REPAIR OR REPLACEMENT, AS APPLICABLE, UNDER THE WARRANTY SERVICES DESCRIBED HEREIN IS YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY BREACH OF THE AUXUSA LIMITED WARRANTY SET FORTH HEREIN. IF, DESPITE THE FOREGOING LIMITATIONS, FOR ANY REASON AUXUSA BECOMES LIABLE TO YOU FOR DAMAGES INCURRED BY YOU IN CONNECTION WITH THIS AGREEMENT, THEN, THE LIABILITY OF AUXUSA WILL BE LIMITED TO THE AMOUNT EQUAL TO THE INVOICE AMOUNT PAID BY YOU TO AUXUSA OR AN AUXUSA AUTHORIZED RESELLER FOR THE PRODUCT.

RETURNING POLICY

1. Our 15-Days Money Back Guarantee assures our customers that they will receive all orders promptly and exactly as described. In addition, it allows customers to return new and unused products in their original factory condition for any reason within 15 days from the date of purchase. No restocking fee and hassle free!
2. Please note that all returns must be pre-approved by AUX USA and have a Return Merchandise Authorization (RMA) number. Unauthorized returns will not be accepted. Buyers are responsible for round-trip shipping costs, appropriate packing, insurance and returning the item in new and re-sellable condition. Used items (opened itmes) will not be accepted for Return.
3. We only replace the returned item with an identical item, or issue a full store credit for the value of the item, or issue a refund for the value of the item. If your purchase was made during a free shipping method, we will also deduct the shipping charge (as calculated by www.fedex.com / www.fedex.com published rate) from the total amount.
4. Under no condition will AUX USA be liable for any damages, and in particular will not be liable for special, indirect, consequential, or incidental damages, or damages for lost properties, revenue or use, arising out of or related to the Best Houseware Inc account or the information contained within it, whether such damages arose in contract, negligence, tort, under statute, in equity, at law or otherwise. The sole and exclusive maximum liability to arising from any product sold on AUX USA website shall be the price of the product ordered.