

## Limited One-Year Product Warranty

Calculated Industries One-Year Limited Warranty for products applies to the end-consumer only, who should deal directly with your Service Center for all warranty claims. Such claims should be submitted by end-consumers to Servicing Distributor with proof of purchase (typically a dated receipt) enclosed with the unit submitted under the warranty claim. Full details of this warranty, including exclusions are printed on the back pages of the User's Guides. No other warranty or guarantee expressed or implied is made.

### INITIALLY DEFECTIVE GOODS

As a service to our dealers and distributors, we will replace initially defective merchandise reported to us within 10 days from the date of the dealer/distributor invoice and after obtaining a "Returned Merchandise Authorization" (RMA) number by calling your Servicing Distributor.

Upon receipt of the defective goods, Servicing Distributor will send replacements at no charge.

Defective merchandise returned will be exchanged with identical item(s) only.

### DISTRIBUTOR/DEALER WARRANTY CLAIMS ON BEHALF OF END-CONSUMERS

The Distributor/Dealer may submit a product under a warranty claim on behalf of an end-consumer to Servicing Distributor only within the first thirty (30) days after the documented date of sale, along with sales receipt copy from the end-consumer.

Such submissions can be made only after obtaining a "Returned Merchandise Authorization" (RMA) Number, from Servicing Distributor.

Without issuance of the appropriate "Returned Merchandise Authorization" (RMA) Number, Servicing Distributor assumes no obligation or liability to replace stock or inventory already delivered by the dealer to the end-consumer as a replacement.

### DAMAGED MERCHANDISE

We use the finest packing materials available and every effort is made to prevent damage. In the event damaged merchandise is received, retain the original shipping carton and report to the Servicing Distributor.

### LOST MERCHANDISE

Merchandise lost in shipment will be replaced after the shipment has been traced.

Upon notification from the carrier of non-delivery, a claim will be filed and the merchandise will be replaced at no charge.

### SHIPPING ERRORS

All shipments should be checked immediately upon receipt. Duplicate shipments, mis-shipments, dead-on-arrival defective units, or any other errors on our part will be corrected by us at no charge upon notification of the error.

THIS NOTIFICATION MUST BE MADE WITHIN 10 DAYS FROM DATE OF INVOICE.

### ORDERING ERRORS

Merchandise ordered in error may be returned only with an approved return authorization and only within 10 days from date of invoice.

All returns must be accompanied by a copy of the original invoice and a Returned Merchandise Authorization number. Returns will not be accepted without this number displayed on the return shipping label.

All merchandise returned to Servicing Distributor must be in the original box and packing.

After return, an inspection will be made by Servicing Distributor.

Shipping charges incurred due to the return of merchandise are the responsibility of the dealer.

### RESTOCKING FEES

For merchandise that is not initially defective, contact Servicing Distributor for return/credit policies.

Of course, all returned merchandise must be in the original carton(s), complete and in a resalable condition. If not received in this condition, the merchandise will be returned to you without credit.

### OUT-OF-WARRANTY PRODUCT SERVICE

Servicing Distributor may provide repair/replacement service for a nominal charge which varies by product for end-consumers with product(s) where the Limited One-Year Product Warranty has expired.

Such customers may contact Servicing Distributor for information on the repair/replacement service and costs.

### TERMS AND CONDITIONS OF SALE

- A) Prepayment or Net 30 days upon approval of credit.
- B) Product shipped by Servicing Distributor by best way provider. Expedited service available by request at additional charge.
- C) Prices subject to change.
- D) Prices above are based on quantity per order per ship-to location.
- E) Mere possession of this price list does not guarantee these prices.
- F) Freight prepaid on single orders/single shipments of \$750.00 or more. Contiguous Canadian provinces only.

## CANADIAN MINIMUM RESALE PRICE PROGRAM Frequently Asked Questions (FAQ)

Calculated Industries has a new MRPP Canadian Minimum Resale Price Program (MRPP) covering many of its products (Covered Products).

These Frequently Asked Questions are meant to help you understand why CI has implemented the MRPP, what the MRPP applies to, and how it works.

If after reviewing these FAQs you have questions about the MRPP, please send those questions in writing to:

Calculated Industries  
Attn: Canadian Minimum Resale Price Program Administrator  
4840 Hytech Drive Carson City, NV 89706 USA

Fax: 1-775-885-4949

#### 1. Why has CI implemented the MRPP?

CI recognized that it is in its best interests to take steps to protect and enhance the quality image and the goodwill of its products, brand names and trademarks.

The MRPP is designed to discourage "free riding" and other activities that tend to "commoditize" CI's products and to give authorized dealers ("Dealers") sufficient margin to enable Dealers to offer outstanding customer sales support.

Steps like these support CI's brand mission to design, develop and deliver best-in-class calculating and measuring products and outstanding customer support.

#### 2. What CI products are subject to a Minimum Resale Price (MRP) under this Program?

See list above (page 4) or Addendum 1 on the last page of the MRPP for the complete list of Covered Products that are subject to MRPP.

Or visit [www.calculated.com/existingreseller.asp](http://www.calculated.com/existingreseller.asp) for the latest update.

#### 3. Does this mean this MRPP applies only to Dealers that sell the Covered Products?

Yes. This MRPP states the terms and conditions on which CI may choose to sell the Covered Products to Dealers.

The MRPP applies to dealers who sell Covered Product into Canada, regardless of where the Dealer is based.

#### 4. What does "resale price" in the MRPP mean?

"Resale price" means the price offered or sold to consumers.

**5. Can I still sell CI's Covered Products at the prices I choose in light of the MRPP?**

All Dealers have the sole right to determine the selling prices of CI's Covered Products.

However, if the price of CI's Covered Products is below the MRP price, CI may choose not to continue to sell CI's Covered Products to that Dealer.

**6. Can a Dealer offer CI's Covered Products using eBay or other Internet auction sites and still comply with the MRPP?**

Yes, as long as the offered price and any sale completed is at or above the MRP.

**7. What will CI do if I follow MRPP on some Covered Products but not others or if I otherwise misapply the MRPP terms?**

CI may, in its sole and independent discretion, choose not to sell to Dealers that comply with the MRPP on some Covered Products but not others or that, for one reason or another, including the misapplication of the MRPP by the Dealer's agents or employees, do not follow the MRPP.

While Dealers have the discretion to choose whether to follow the MRPP or not, a Dealer wishing to follow the MRPP is responsible for taking adequate steps to ensure that its employees and agents understand and correctly apply the MRPP at all times.

**8. Can I issue coupons for the Covered Products and still comply with the MRPP?**

Yes. So long as a Dealer does not advertise or sell the Covered Products at a price that, after such discounts or promotions are taken into account, result in a price that is below MRP. A Dealer may issue coupons and offer other discounts or promotions and still comply with the MRPP.

**9. Is the MRPP lawful?**

Yes. Under the MRPP, Dealers are under no obligation to advertise or sell Covered Product at or above the MRP. Dealers are free to and should determine their pricing in the exercise of their independent discretion and should not respond to dealer coercion.

However, CI may, in the exercise of its own sole and independent discretion, choose not to continue to deal to Dealers who sell below MRP.

For relatively small companies like CI who have less than a dominant share of the market in which they compete (which normally includes all reasonable functional substitutes), and where entry barriers are low, substitute products are available and the pricing program may enhance competition by offering consumers a greater choice of products, manufacturers and quality of service, a program like the MRPP can foster competition and is likely to be favorably regarded under Canadian law.

Also under Canadian law, no damages can be awarded, to either private parties or Canada's enforcement agency, in connection with a unilateral price program like the MRPP.

**10. Can I ask questions about or discuss the MRPP with CI's employees and sales reps?**

CI does not permit its employees and sales reps to discuss or answer questions about the MRPP with Dealers.

This is intended to maintain consistency and prevent misunderstandings and misrepresentations about the MRPP and other CI corporate policies.

By directing all communications concerning pricing, advertised prices, and the MRPP to Calculated Industries' Minimum Resale Price Program Administrator, a Dealer may obtain a complete, accurate and documented response to a question.

**11. What can I do if I find out that another Dealer is not selling the Covered Products at or above the MRP prices or if I believe a competing Dealer is not complying with the MRPP's other terms and conditions?**

First, as the MRPP says, CI will not "seek or accept any complaints or comments from its Dealers about the pricing or business practices of any other Dealer."

CI's employees and sales reps are not authorized to discuss a Dealer's pricing, advertised prices, or business practices with a competing Dealer.

Second, if you wish to talk to someone at CI about MRP or the MRPP, please write to CI's Minimum Resale Price Program Administrator.

CI will independently investigate any information it receives, from any source, about noncompliance with the MRPP. However, CI does not seek such information.

Any action CI takes relating to Dealer noncompliance will be handled independently by CI and will not be communicated to third parties.

**12. I am a U.S.-based reseller, selling CI Covered Products to Dealers or End-Users in Canada. Does the MRPP apply to me?**

Yes; the MRPP is CI's unilateral policy covering sales of CI Covered Products into Canada, regardless of where the Dealer is based.

**13. If I have a question relating to the MRPP where should that question be directed?**

Any and all questions relating to the MRPP should be submitted in writing to Calculated Industries, Attn: MRP Policy Administrator, 4840 Hytech Drive, Carson City, NV 89706.  
Fax: 1-775-885-4949.

**A current list of Covered Products can be found at  
[www.calculated.com/existingreseller.asp](http://www.calculated.com/existingreseller.asp)**



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