

Return and Warranty Terms

Items purchased from Radwell International ("Radwell") may not be covered by the manufacturer's warranty because Radwell is not an "authorized" dealer of the merchandise. However, the item is covered by Radwell's 2-Year Warranty, the terms of which are set forth below.

1. Return Policy

1.1 Definitions of Product Conditions

(a) Radwell Engineering Preferred Product (RPMFN1)— The product is unopened in its original factory packaging.

(b) Radwell Independent Supply Chain New Level 1 (RISCN1)— The product is unopened in its original factory packaging.

(c) Surplus Never Used Original Packaging (RQANS1)—The product may be opened in its original factory packaging. However, products in this category may be part of an older series, style, weathered, or discolored.

(d) Surplus Never Used Radwell Packaging (RQANS2)—The product has not been put into service, but is repackaged in PLCCenter custom shipping containers. RQANS2 may not include manual(s) or other accessories normally supplied when buying RPMFN1, RISCN1 or RQANS1. Products in this category may be part of an older series, style, weathered, or discolored.

(e) Previously Used / Radwell Certified (RQAUS1)—The product has been used previously and has undergone testing and repair to ensure functionality. Surplus may not include manual(s) or other accessories normally supplied when buying RPMFN1, RISCN1 or RQANS1. Products in this category may be part of an older series, style, weathered, or discolored.

1.2 Non-Warranty Returns

(a) If Customer is dissatisfied with any RQANS1, RQANS2, or RQAUS1 product purchased from Radwell, Customer may return the product within thirty (30) calendar days of the invoice date. A 25% restocking fee will apply to all non-warranty returns. Radwell does not accept returns of RQANS1, RQANS2, or RQAUS1 product based on the date manufactured or the cosmetic condition of product or packaging. Refunds of RQANS1, RQANS2, or RQAUS1 product will be issued only upon receipt and testing.

(b) All RPMFN1, RISCN1 and RQAVDSP products sold by Radwell are subject to the terms of any and all original manufacturer's return policies that may apply. The ability to return RPMFN1 and RISCN1 items will vary depending on the manufacturer. Some manufacturers consider items to be non-cancelable/non-returnable after the purchase order is placed, yet others may allow returns with an applicable restock charge. Please ask Radwell's sales representative at the time of the order if concerned about the returnability of the item. Radwell will attempt to accommodate any cancellations or returns, but any charges will be incurred by the customer.

(c) Non-warranty returns will only be accepted within thirty (30) calendar days of the invoice date. If the customer needs to make a non-warranty return claim please contact Radwell at sales@Radwell.com or call 800.884.5500 or +1 (609) 288-9393 for an RMA number prior to any return.

(d) All items must be returned in purchased condition and accompanied by an RMA number.

(e) It is the customer's responsibility to pay shipping charges incurred when returning a non-warranty item.

2. Surplus Warranty Return Policy

Surplus items purchased from Radwell International may not be covered by the manufacturer's warranty because Radwell is not an "authorized" dealer of the surplus merchandise. However, the item is covered by Radwell's 2-Year Warranty, the terms of which are set forth below.

2.1 Radwell warrants that the good(s) sold pursuant to a particular order ("Goods") shall be free from defects in materials and workmanship for a period of two (2) years from the date the customer is invoiced for the Goods ("the Warranty Period"). The foregoing warranty shall only be applicable to Goods stored, installed, handled, operated, or otherwise used under normal conditions.

2.2 All warranties issued are provided by Radwell, not the manufacturer. All warranties issued herein are non-transferable without Radwell's prior written consent.

2.3 If, during the Warranty Period, a customer wishes to make a claim under Section 2.1 ("Warranty Claim"), the customer shall provide notice using the following methods:

- (a) Email: sales@Radwell.com;
- (b) Phone: 800.884.5500 (domestic) or +1 (609) 288-9393 (international);

2.4 Upon receipt of a Warranty Claim, Radwell will issue a Return Authorization Number ("RMA"). Radwell will not accept any Warranty Claim without a valid RMA.

2.5 Freight and rush fees for Goods returned under Warranty Claims shall remain the responsibility of the customer.

2.6 Radwell's obligation shall be limited to the repair or replacement, in Radwell's sole discretion, of any such Good (or part/component thereof as Radwell determines) free of charge to the customer. If Radwell determines that the Good cannot be repaired or replaced, Radwell shall credit the customer's account in an amount equal to the sum the customer paid for it.

2.7 Any warranty claim must be received before the end of the Warranty Period, together with return of the Good within this same period, and must include Radwell's RMA number.

2.8 This warranty is given in lieu of any other warranties, either express or implied, including that Radwell disclaims any warranty of merchantability, fitness for a particular purpose and/or noninfringement. In no event shall Radwell be liable for any damages except actual damages up to, but not exceeding, the amount customer paid to Radwell for the particular Good. Further, Radwell shall not be liable for any special damages including consequential damages, incidental damages, lost profits, or lost revenue.

(a) **Rockwell Disclaimer:** The product is used surplus. Radwell is not an authorized surplus dealer or affiliate for the Manufacturer of this product. The product may have older date codes or be an older series than that available direct from the factory or authorized dealers. Because Radwell is not an authorized distributor of this product, the Original Manufacturer's warranty does not apply. While many Allen-Bradley PLC products will have firmware already installed, Radwell makes no representation as to whether a PLC product will or will not have firmware and, if it does have firmware, whether the firmware is the revision level that you need for your application. Radwell also makes no representations as to your ability or right to download or otherwise obtain firmware for the product from Rockwell, its distributors, or any other source. Radwell also makes no representations as to your right to install any such firmware on the product. Radwell will not obtain or supply firmware on your behalf. It is your obligation to comply with the terms of any En User License Agreement or similar document related to obtaining or installing firmware.

3. Repaired Products:

Items repaired by Radwell may not be covered by the manufacturer's repair warranty because Radwell International is not an affiliated service center with any manufacturer. However, the item is covered by Radwell's 2-Year Warranty, the terms of which are set forth below.

3.1 Radwell warrants that the components repaired pursuant to a particular repair order ("Repaired Goods") shall be free from defects in materials and workmanship for a period of two (2) years from the date the customer is invoiced for the Repaired Goods ("the Warranty Period"). The foregoing warranty shall only be applicable to Repaired Goods stored, installed, handled, operated, or otherwise used under normal conditions.

3.2 All warranties issued are provided by Radwell, not the manufacturer. All warranties issued herein are non-transferable without Radwell's prior written consent.

3.3 If during the Warranty Period, a customer wishes to make a claim under Section 3.1 ("Warranty Claim"), the customer shall provide notice using the following methods:

(a) Email: sales@Radwell.com;

(b) Phone: 800.884.5500 (domestic) or +1 (609) 288-9393 (international);

3.4 Upon receipt of a Warranty Claim, Radwell will issue a Return Authorization Number ("RMA"). Radwell will not accept any Warranty Claim without a valid RMA.

3.5 Freight and rush fees for goods returned under Warranty Claims shall remain the responsibility of the customer.

3.6 Radwell's obligation shall be limited to the repair or replacement, in Radwell's sole discretion, of any such Repaired Good (or part/component thereof as Radwell determines) free of charge to our customer. If Radwell determines that the Repaired Good cannot be repaired or replaced, Radwell shall credit the customer's account in an amount equal to the sum paid for the Services.

3.7 Any warranty claim must be received before the end of the Warranty Period, together with return of the Good within this same period, and must include Radwell's RMA number.

3.8 This repair warranty does not apply to goods repaired pursuant to a Warranty Claim authorized by Section 2 or 4.

3.9 This warranty is given in lieu of any other warranties, either express or implied, including that Radwell disclaims any warranty of merchantability, fitness for a particular purpose and/or noninfringement. In no event shall Radwell be liable for any damages except actual damages up to, but not exceeding, the amount paid to Radwell for the Repaired Good. Further, Radwell shall not be liable for any special damages including consequential damages, incidental damages, lost profits, or lost revenue.

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3.10. Radwell will hold repair parts deemed Beyond Economical Repair by us, for a maximum of 180 calendar days. After 180 days, we will process and recycle the parts.

4. RPMFN1 and RISCN1 Warranty Returns

RPMFN1 and RISCN1 items may not be covered by the manufacturer's warranty because Radwell International is not an "authorized" dealer of the merchandise. However, the item is covered by Radwell's 2-Year Warranty, the terms of which are set forth below.

4.1 Radwell International, LLC ("Radwell") warrants that the good(s) sold pursuant to a particular order ("Goods") shall be free from defects in materials and workmanship for a period of two (2) years from the date the customer is invoiced for the Goods ("the Warranty Period"). The foregoing warranty shall only be applicable to Goods stored, installed, handled, operated, or otherwise used under normal conditions.

4.2 All warranties issued are provided by Radwell, not the manufacturer. All warranties issued herein are non-transferable without Radwell's prior written consent.

4.3 If during the Warranty Period, a customer wishes to make a claim under Section 4.1 ("Warranty Claim"), the customer shall provide notice using the following methods:

(a) Email: sales@Radwell.com;

(b) Phone: 800.884.5500 (domestic) or +1 (609) 288-9393 (international);

4.4 Upon receipt of a Warranty Claim, Radwell will issue a Return Authorization Number ("RMA"). Radwell will not accept any Warranty Claim without a valid RMA.

4.5 Freight and rush fees for goods returned under Warranty Claims shall remain the responsibility of the customer.

4.6 Radwell's obligation shall be limited to the repair or replacement, in Radwell's sole discretion, of any such Good (or part/component thereof as Radwell determines) free of charge to the customer. If Radwell determines that the Good cannot be repaired or replaced, Radwell shall credit the customer's account in an amount equal to the sum paid for it.

4.7 Any warranty claim must be received before the end of the Warranty Period, together with return of the Good within this same period, and must include Radwell's RMA number.

4.8 This warranty is given in lieu of any other warranties, either express or implied, including that Radwell disclaims any warranty of merchantability, fitness for a particular purpose and/or noninfringement. In no event shall Radwell be liable for any damages except actual damages up to, but not exceeding, the amount paid to Radwell for the Good. Further, Radwell shall not be liable for any special damages including consequential damages, incidental damages, lost profits, or lost revenue.

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4.9 In limited instances (and without creating any agency or affiliation between the manufacturer and Radwell), Radwell may be able to assign or arrange for the transfer of the factory warranty. In such instances, Radwell will make reasonable arrangements for the processing of a warranty through the manufacturer. Radwell will honor its two-year warranty in the event that the manufacturer provides a shorter warranty.

5. Other Terms:

5.1 All sales and services are presumed to have taken place in New Jersey and those above-described warranties provided by Radwell International, LLC shall be construed under New Jersey law, without regard to conflict of law provisions. Venue for any dispute arising hereunder shall be in that State or Federal Court nearest to the main office of Radwell International, LLC The parties hereby agree to personal jurisdiction over them in such Courts.

5.2 Customer warrants that it is and shall remain in full compliance with any applicable United States, State and/or local regulations controlling the sale and delivery of goods for export and is and shall remain solely responsible therefore. The terms set forth herein constitute the entire agreement regarding this transaction, except for product and/or service description and pricing, and subject only to our credit agreement (if any) with Customer, our invoice and our separate order confirmation.

5.3 In the event any part of these terms is deemed unenforceable by a court having jurisdiction thereover, such unenforceable term(s) shall be modified to make them as enforceable as possible, and the rest of these terms shall not be affected. Any contrary terms offered by the Customer are not a part of this transaction. Customer shall defend, indemnify and hold Radwell International, LLC and its agents harmless from any breach by it of these terms or any misuse or abuse by it of any item sold and/or serviced hereby.

5.4 The goods sold hereunder shall be at the risk of the Customer upon delivery by Radwell to the carrier F.O.B. shipping point. Title to the goods sold hereunder shall remain in Seller until payment in full by Buyer.

5.5 Radwell shall not be responsible for delays caused by manufacturing plants, transportation, strikes, fires, floods, storms, war, insurrections, riot, any governmental regulation, order, act or instruction, or any other circumstances beyond its control, and Customer hereby waives any claims relating to same.

5.6 Should any part of this transaction contravene U.S., U.K. or CA Export laws, this transaction shall be immediately void and unenforceable.

5.7 No amendment to, rescission, termination, cancellation or discharge of this Agreement is effective unless it is in writing and signed by each party to this Agreement. Neither party may assign any of its rights under this Agreement without the prior written consent of the other party. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. Any failure or delay in exercising any right, remedy, power or privilege or in enforcing any condition under this Agreement; or any act, omission or course of dealing between the parties does not constitute a waiver or estoppel of any right, remedy, power, privilege or condition arising from this Agreement.

5.7 No amendment to, rescission, termination, cancellation or discharge of this Agreement is effective unless it is in writing and signed by each party to this Agreement. Neither party may assign any of its rights under this Agreement without the prior written consent of the other party. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Any waiver authorized on one occasion is effective only in that instance and only for th purpose stated, and does not operate as a waiver on any future occasion. Any failure or delay in exercising any right, remedy, power or privilege or in enforcing any condition under this Agreement; or any act, omission or course of dealing between the parties does not constitute a waiver or estoppel of any right, remedy, power, privilege or condition arising from this Agreement.

5.8 Any customer credits, resulting from the return of product, will expire if not taken within one year from the credit date and will not be redeemable.

Please review our Terms of Sale and Services.

Radwell		Company About Us Our Locations Careers					Services				Customer Service My Account			
	Ou						Repair Services				Customer Feedback			
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Terms And Conditions														
Global Policies														
Condition Codes														
Warranty														

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