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# PRODUCT RETURN POLICY

All product returns are at the sole discretion of Waldom Electronics and all returns require a Return Material Authorization (RMA) number. Product returned without an RMA number may be refused at our receiving dock or destroyed.

The statements below represent basic guidelines; please see the latest <u>Terms and Conditions</u> published on <u>www.waldom.com</u> for full details of Waldom's *Product Return Policy*.

#### PRODUCT SHIPPED IN ERROR.

Waldom must be notified within twelve (12) months of the date of the invoice and an RMA number will be issued. Waldom will provide shipping instructions for product return. Product must be returned in its original packaging, condition of delivery and may not be altered in any way. Full credit for the returned product will be issued upon inspection and verification of product count by Waldom's Quality Department.

#### DEFECTIVE PRODUCT WITHIN WARRANTY PERIOD.

Waldom must be notified within twenty-four (24) months of the date of the invoice of any product that is believed not to meet manufacturer's specifications. Waldom may require samples for inspection prior to issuing an RMA. Defective product must be returned in its original packaging, condition of delivery and may not be altered in any way. Waldom will provide shipping instructions for product return. Full credit for the returned product will be issued upon quality inspection and verification of count by Waldom's Quality Department.

#### LIMITED WARRANTY AND REMEDIES.

Waldom warrants that, at the time of delivery, the Products covered hereby are in accordance with their manufacturer's specifications, but makes no other warranty with respect to such Products. Waldom agrees, as Waldom shall elect, to credit the account of Buyer or replace without charge to Buyer all Products which at the time of delivery are not in such condition, but only if Buyer returns such Products within twenty-four (24) months from the date of delivery, in original package and condition of delivery, without their numbers or any part thereof altered, defaced, or removed, to Waldom's plant of shipment, accompanied by a specification in writing of the defects involved. In no event shall Waldom's liability hereunder exceed the Buyer's purchase price. Buyer shall notify Waldom in each instance when Buyer intends to return Products which Buyer believes are not in accordance with Waldom's limited warranty and Waldom shall be entitled to examine such Products at Buyer's facilities prior to their return. Final inspections and conclusive determination whether Products are in accordance with Waldom's limited warranty shall be made at Waldom's facility, or may be based upon the manufacturer's actual test report. WALDOM'S SOLE LIABILITY SHALL BE TO CREDIT THE ACCOUNT OF BUYER OR TO REPLACE PRODUCTS WHICH ARE NOT IN ACCORDANCE WITH WALDOM'S LIMITED WARRANTY IN ACCORDANCE WITH THE TERMS HEREOF AND IN NO EVENT SHALL WALDOM BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGE OF ANY KIND. THE FOREGOING REMEDY AS PROVIDED HEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER.

EXCEPT AS STATED IN THIS SECTION, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PARTICULAR PURPOSE. WALDOM SHALL NOT BE LIABLE FOR ANY DAMAGES DUE TO DELAY IN DELIVERIES, SERVICE, USE OF EQUIPMENT OR OTHER PERFORMANCE AS SPECIFIED IN THIS AGREEMENT.

#### DISCRETIONARY RETURNS.

Product normally stocked by Waldom is eligible for return to Waldom at the discretion of Waldom and as long as the request to return product is made within fifteen (15) business days of invoice date. Items not normally stocked by Waldom are returnable at the sole discretion of Waldom and requests to return not normally stocked product is handled on a case-by-case basis. In either event, an RMA must be provided by Waldom prior to product return and a restocking fee will be assessed. The restocking fee is 25% of the returned value. Returned freight charges are the responsibility of the customer. Product must be returned in its original packaging, condition of delivery and may not be altered in any way. Full credit for the returned product will be issued upon inspection and verification of product count by Waldom's Quality Department.

### SHORTAGE CLAIMS.

All claims for shortages must be made to Waldom within seventy-two (72) hours of receipt by Buyer. All returns must be in original packaging, condition of delivery, without their numbers or any part thereof altered, defaced or removed.

## PRODUCT DAMAGED DURING SHIPPING.

Any product that is damaged during shipment must be reported to the shipping carrier immediately upon receipt at our customer's Receiving Department. Waldom is not liable for damage incurred during shipment and does not insure product shipments made against where Waldom's freight account is used and the pre-paid charges added to the customer invoice.