

NETTALON RMA POLICIES & PROCEDURES

Returned merchandise will not be accepted for repair, exchange, or credit without an approved Return Material Authorization number (RMA#) obtained from NetTalon. A service charge of at least fifteen percent (15%) will be applied to all approved credit returns for reasons other than in-warranty defects. Credit will not be issued for returns with missing parts or if damaged during return. Credit will not be issued for any products beyond 90 days from the invoice date. Freight will be at Business Partner's expense.

The returned goods policy is based on NetTalon's standard Return Policy as described below:

1. **Requirements** – The Business Partner must obtain a valid Return Material Authorization (“RMA”) number from the NetTalon's Business Office (NBO) at 877-638-8256 extension 113 or 540-368-5291 extension 113 for all Product returns. RMAs will be issued in accordance with the following terms and conditions:
 - a) The Business Partner must provide all information as required by the NBO for all returns, i.e., location of Product, reason for return, purchase order number, etc.
 - b) RMAs are valid for thirty (30) calendar days from the date of issuance.
 - c) Purchaser must allow for in-transit time for products to be returned to the NBO, as the NBO must physically receive the Products within the thirty (30) calendar days.
 - d) RMAs will be issued for authorized returns under one of the following categories: (i) defective Products, (ii) billing or shipping discrepancies, (iii) mis-shipment, or (iv) damaged Product.
 - e) The Business Partner is responsible for ensuring that the RMA number is clearly visible on the address label of the Product packaging when it is returned.
 - f) The NBO may refuse delivery of any boxes without a valid, clearly visible RMA number as noted above.
 - g) Overgoods are unauthorized returns. Any Products received by the NBO (i) without a valid RMA number, including Product shipments refused by the Business Partner or the Buyer's customer except those damaged in transit from the NBO to the Customer or from the NBO to Buyer's customer, (ii) later than thirty calendar (30) days from the RMA date, or (iii) in a condition unsuitable for resale (excluding defective Products), will be considered Overgoods.
 - h) The NBO will return Overgoods to the Business Partner, and will charge a \$50 processing fee per shipment plus related freight charges. If the Business Partner refuses the shipment of Overgoods from the NBO or returns the Overgoods to the NBO a second time without the NBO's prior authorization, the Business Partner agrees to relinquish all right and title to and waives all claims against the NBO for credit related to such Products.
2. **Defective Product Returns** - Defective returns are only for Products purchased from the NBO that are inoperable or do not function in accordance with the specifications published by the manufacturer and are covered under the manufacturer warranty. All defective returns may be subject to more restrictive manufacturer policies. The Business Partner may request an RMA

for the return of defective Products, within forty-five (45) calendar days of invoice date. Upon receipt of the defective Product for which the RMA was issued, the NBO may test the Products and may return to the Business Partner, at the Business Partner's expense, any Products found not to be defective. Upon verification that the returned Product is defective, the NBO may (i) repair the defective Product, (ii) ship the Business Partner a replacement Product, or (iii) provide the Business Partner a credit.

The NBO reserves the right to require the Business Partner to return defective Products directly to the manufacturer according to its defective Products return policy. The NBO shall not be obligated to repair, replace, or issue credit to the Business Partner for Products rendered defective, in whole or in part, by causes external to the Products, including, but not limited to; power failure, overvoltage on interface, improper use, maintenance or application of the Products or use of unauthorized parts. The Business Partner shall bear all risks of loss when returning defective Products.

- 3. Stock Balance Returns** - Stock balance returns are only for Products purchased from the NBO that are unopened and unused and can be re-sold as new. All stock balance Products returned must be in the manufacturer's original packaging and in condition suitable for resale including, but not limited to, without price tags or stickers or additional shrink wrapping, clean, undamaged and complete. All stock balance returns may be subject to more restrictive manufacturer or publisher policies. The Business Partner may request an RMA for the return of Products in Stock Balance Condition, within ninety (45) calendar days of invoice date.

Upon receipt of the Product for which the RMA was issued, the NBO will verify the condition of the Product. Any Products that are not in Stock Balance Condition will be considered Overgoods. NetTalon will return Overgoods to the Business Partner and will charge a \$50 processing fee per shipment returned plus related freight charges. Additional fees may apply to returned Products; e.g., re-box, label removal, re-shrink wrap, etc., that are not in Stock Balance Condition. Upon verification that the returned Product is in Stock Balance Condition, the NBO will issue a credit to the Business Partner. The Business Partner shall pay all costs and bear all risks of loss when returning Stock Balance Products.

- 4. Damaged Product Returns** - Damaged Product returns are only for Products purchased from the NBO. The Business Partner customer shall refuse any Product delivered in damaged condition. If the Product is received in damaged condition, the Business Partner shall notify the NBO and request an RMA within three (3) business days of receipt of such Product. Failure to notify the NBO and request an RMA within such time shall be deemed an acceptance of the Product as of the date of shipment.