



December 3, 2020

RETURN MATERIAL AUTHORIZATION (RMA) TERMS AND PROCEDURE ORLACO PRODUCTS B.V.

1. Purpose and scope

1.1 In this document the terms and procedure of a return material authorization (RMA) ('RMA Procedure') are laid down for Orlaco Products B.V. with address Albert Plesmanstraat 42, NL-3772 MN Barneveld, the Netherlands ('Orlaco') under which a customer of Orlaco is entitled to return a product to Orlaco. The RMA procedure covers returns under any applicable warranty policy and returns outside of a warranty policy.

1.2 Definitions:

Customer: any entity with which the Seller has concluded a Contract or with which the Seller is in the process of discussing or negotiating the possible conclusion of a Contract or to which the Seller has made an offer as well as his successors in law.

Seller: Orlaco Products B.V. and/or subsidiaries and/or group companies as referred to in articles 2:24a and 2:24b of the Dutch Civil Code, as well as their successors in law.

Third party parts: Parts that are not produced by Orlaco Products B.V.; Customer is required to check this in case of requesting a return.

2. Requesting a RMA number

2.1 Prior to returning any product to Orlaco, the customer must first obtain a RMA number from Orlaco.

2.2 In the event of technical problems, the customer shall first contact the support division of Orlaco in order to find a solution for the problem. If no solution can be found, the customer is entitled to request a RMA number from Orlaco.

2.3 In order to obtain a RMA number from Orlaco, the customer shall request a RMA number from Orlaco by submitting a request at www.orlaco.com/rma and at least the following information shall be provided:

2.3.1 the serial number of the product concerned;

2.3.2 the date of purchase;

2.3.3 the nature of the defect (if applicable);

2.3.4 the reason of the return request;

2.3.5 the requested action from Orlaco.

2.4 After receipt of the RMA number request, Orlaco may contact the customer in order to discuss the request and/or to obtain more information. Subsequently Orlaco will check whether the product is within the warranty term and Orlaco will issue an RMA number or not (in its sole discretion).

2.5 The request for the RMA number by the customer shall be made within ten (10) business days after delivery of the product to the customer, or in the event of a defect of the product, the request for the RMA number by the customer shall be made within ten (10) business days after the customer discovered the defect or the defect might reasonably have been expected to become known to the customer. Any failure by the customer to request a RMA number within the time specified in this paragraph shall result in the loss of any claims whatsoever in this respect.

2.6 Products which are produced by Orlaco under a private label are excluded from Orlaco's RMA Procedure and cannot be returned in conformity with these terms, unless with the prior written approval of Orlaco or in the event of a Dead on Arrival (DOA) delivery, which means that the product was defect at the moment of delivery of the private label product to the customer.

- 2.7 In the event the product is not claimed to be defect by the customer, and the customer wishes to return the product for any other reason, the product may be returned in accordance with the special conditions for return as set out in section 5, provided the product is new and has not been used.

3. Returning the product

- 3.1 After issuing an RMA number, the customer shall return the product within five (5) business days to Orlaco at the address mentioned above, together with the RMA number and a copy of the RMA request. Freight costs will be prepaid by the customer (unless agreed otherwise). Product returns should be sent by trackable shipment method. By returning a product the customer accepts Orlaco's RMA Procedure. If the product is not returned by the customer to Orlaco within this term, the RMA number is not valid any longer and Orlaco reserves the right to cancel the request.
- 3.2 If a product is returned by the customer to Orlaco without a valid RMA number, the product will be returned by Orlaco to the customer upon receipt of the product and at the expense of the customer. Freight costs incurred are at the expense of the customer.

4. Inspection of the product and warranty

- 4.1 After receipt of the product, Orlaco shall inspect the product and the RMA request. If the product is defect and within the warranty term, Orlaco shall either repair, replace or credit the product in accordance with the applicable warranty terms or client specific contract (in its sole discretion) and send back the (new) product (if applicable) at the expense of Orlaco. If the product is claimed by the customer to be defect but after inspection by Orlaco appears not to be defect, Orlaco will be entitled to return the product to the customer at the expense of the customer and Orlaco will be entitled to charge inspection.
- 4.2 In the event the product is defect and not within the warranty term, or the product cannot be repaired, replaced or credited in accordance with the applicable warranty terms or client specific contract, Orlaco will inform the customer accordingly. Orlaco and the customer may discuss a solution and the corresponding costs. If the customer and Orlaco do not reach agreement on the solution and the corresponding costs, Orlaco will be entitled to return the product to the customer at the expense of the customer and Orlaco will be entitled to charge inspection costs in the amount of EUR 75,00.
- 4.3 The warranty and remedies mentioned in this RMA procedure are subject to the applicable warranty terms and conditions on the sale of the products to the customer. In the event of any discrepancy, the applicable warranty terms and conditions on the sale of the products to the customer shall prevail.

5. Special conditions for return of a product

- 5.1 The following special conditions for return apply to the following categories of products:

5.1.1. Standard cables, special cables, special products and third party parts: these products may only be returned under this RMA Procedure in the event: (i) the product which is delivered by Orlaco is different from the product which is ordered by the customer; (ii) the product which is ordered by the customer is ordered as a direct result of a wrong advice given by Orlaco; (iii) the product is delivered Dead on Arrival (DOA) which means that the product was defect at the moment of delivery of the product to the customer. The occurrence of a situation under (i), (ii) or (iii) needs to be proven by the customer.

5.1.2. Monitors, camera's and other products: these products may, in addition to the situation mentioned in the preceding section 5.1.1 be returned under this RMA Procedure in the event the product is ordered as a result of an error made by the customer, which also needs to be proven by the customer.

- 5.2 If a product is returned in accordance with section 5.1.2 because this product was ordered as a result of an error made by the customer, the customer is not entitled to a refund of the purchase price (by means of a credit invoice or in any other way) but Orlaco may at the request of the customer replace the product with a product of the same product category. If the replacement product has a different resale price, the customer shall receive a credit/debit invoice with regard to the price difference from Orlaco. Furthermore all freight costs shall be at the expense of the customer and Orlaco is entitled to charge 20% restocking costs (to be calculated over the resale price) for the returned product.
- 5.3 If a product is returned in accordance with section 5.1.1. Orlaco will send a replacement product at the expense of Orlaco and the customer is entitled to return the product to Orlaco at the expense of Orlaco by making use of the Orlaco UPS account.
- 5.4 The customer will have to return the product first to Orlaco before Orlaco will send a replacement product to the customer.
- 5.5 The customer will receive an invoice for the replacement product and a credit invoice upon receipt of the product by Orlaco from the customer.