

NEC CORPORATION OF AMERICA RETURN MATERIAL AUTHORIZATION (“RMA”) POLICY

I. RMA PROGRAM GENERAL INFORMATION

A. Definitions

- (1) NEC Corporation of America, (NEC), as used herein shall mean either ET-ITNWET-ITNW (Enterprise Technology IT Networking) or ET-IT (Enterprise Technology Information Technology Platform)
- (2) The term “Dealer” as used herein shall mean NEC’s Authorized dealer, Distributors and or Resellers.
- (3) The term “Requestor” as used herein – in the case of ET-ITNW, Requestor will be the ET-ITNW Dealer. In the case of ET-IT, Requestor will be either the ET-IT Dealer, OEM Partner or ET-IT’s End Customer.
- (4) The term “Product” as used herein shall mean the NEC Product(s) the Requestor is authorized to sell as specified in the Requestor’s Dealer Agreement and the applicable Product Appendices.
- (5) The term “Return Material Authorization” or “RMA” as used herein shall mean the process by which NEC assigns a number called the “RMA Number” to a Requestor to allow the Requestor to return a Product subject to the terms of this Policy. RMAs can be authorized for:
 - New Sales Order Products (Not Defective) as approved by NEC,
 - Products Under Warranty, and
 - Products Out of Warranty, (subject to approval.)

The types of returns are for defective product replacements, credit, and trade-in as approved by NEC.

II. NEW SALES ORDER PRODUCT(S) – NOT DEFECTIVE

NEC will, at its discretion, issue an RMA for New Sales Order Products that are not defective, but were shipped in error, mistakenly ordered, or not needed and are in original, unopened packaging.

A. Method and Credit for Freight

Freight for return of new sales order Product(s) will **NOT** be credited to the Requestor unless the Product(s) is returned as a result of an NEC error.

B. Administrative Fee for Return of New & Unused Products

- (1) Returns More Than Thirty (30) Days After the Order Date

A fifteen percent (15%) Restocking Fee will be charged to the Requestor for all new and unused Product(s) returned more than thirty (30) days after the order date.

- (2) Returns Less Than Thirty (30) Days After the Order Date
 - (a) Returns less than thirty (30) days after the order date shall be subject to a fifteen percent (15%) Administrative Fee, **AT THE DISCRETION OF NEC**, and based upon the following factors:
 - (i) The Requestor's history of return of new sales order Product(s);
 - (ii) The Requestor's reasons in writing, for requesting the return of new sales order Product(s);
 - (b) The following reasons are **not** sufficient justification for return of new sales order Product(s) less than thirty (30) days after the order date and will subject the Requestor to the fifteen percent (15%) Administrative Fee:
 - (i) The failure of the Requestor to adequately forecast the market for the Product(s);
 - (ii) The failure of the Requestor to practice effective inventory control;
 - (iii) Any other reason beyond the control of NEC, and not due to NEC's error.
- (3) ET-ITNW sales to USG – The following apply for Sales to USG through the ET-ITNW channel.
 - (a) On ET-ITNW Purchase Orders to ET-IT, ET-ITNW must clearly identify that it is an order for USG.
 - (b) If the returned equipment shows signs of being used and cannot be sold as “new” in its current condition, ET-IT will charge ET-ITNW for the materials and labor needed to restore it to “new” condition.

III. **PRODUCT UNDER WARRANTY**

A. **Products under Warranty**

- (1) New Product(s) purchased from NEC are under warranty for the period specified in the Requestor's Dealer Agreement or the applicable Product Appendix.
- (2) NEC under the terms of NEC's NECCare product warranty documentation, will at its discretion either; repair, replace for its Product(s,) which become defective during the warranty period and or a valid extended service contract(s.)

- (3) If an NEC product includes third party components (e.g. hard disk drives), then the third party component inherits the warranty of the parent (NEC) product.
- (4) Any after-market parts added to a NEC product not added by NEC (e.g. PCI cards added by the end-user) will not be warranted. Upon failure to diagnose issues, NEC will request non-NEC provided parts removed and set to manufacturer's original production unit for failure testing.
- (5) Reciprocal Purchase Order – if a Requestor returns warranted product, they are required to issue a Reciprocal Purchase Order for at least the value of the initial PO. This Reciprocal PO need not include the original product, but the value must equal or exceed the original value.

B. Defective on Arrival (DOA or OBF – Out of Box Failure)

If inside packaging or the NEC product sold was physically damaged upon arrival, the damage **MUST** be documented in writing and include photographs of all said damages and dates of said damage, including the name of the shipping carrier if shipped by NEC through an NEC carrier. A phone call to NEC support at 1-877-632-0064 should happen immediately and any emails detailing the damage with the photos should be sent to support@necam.com. Title passes to the Requestor when the shipment leaves the NEC warehouse and the Requestor is responsible for damage due to or during shipment.

For DOA NEC Products, NEC provides technical assistance to diagnose the problem, and will repair or authorize replacement of the product. Based on the terms of your warranty, an onsite technician may be dispatched to repair the defective product once diagnosis has been completed by NEC technical support.

DOA claims must be made within the first thirty, (30) days. If the product fails after the first 30 days after receipt, the applicable warranty program specifies the terms of support and repair services.

DOA – To report product that was defective on arrival (DOA), the customer should contact the NEC Technical Support Center at 1-877-632-0064, to request diagnosis and repair, or to request authorization for a replacement product. If replacement is authorized the customer will be given a Return Material Authorization (RMA) number to facilitate the replacement process.

Customers are responsible for providing to customer service in an email the following;

- (a) The NEC invoice or sales order number for the Product;
- (b) The part number, description and NEC manufacturing serial number or license key number for software, of the mis-shipped Product; and,
- (c) Any other details to explain the Requestor's claim.

DOA product replacement time – replacement shipment of these products will be arranged during the next business day. The goal is to ship during the next business day, but depending on timing, the actual shipment might be the day following. To expedite a customer installation, NEC, **at its discretion**, may choose to ship an alternate unit (e.g. different model or refurbished equipment) and replace it later.

C. Inspection to Ascertain Warranty Applicability

- (1) NEC will inspect each Product returned to NEC. Please note that NEC's warranty states, in part, *“That the warranty excludes coverage for Products which were installed, repaired or maintained by an unauthorized service provider or which were subjected to misuse, abuse, improper installation or application, improper maintenance or repair, alteration, accident or negligence in use, improper temperature, humidity or other environmental condition (including, but not limited to, lightning or water damage), storage, transportation or handling, unless caused by NEC or its authorized representative.”*
- (2) If NEC determines that a Product is not covered by warranty or is not defective, NEC reserves the right to either return the Product to the Requestor at the Requestor's sole expense and risk in its “As received” condition, or to repair the Product and charge the Requestor for such repairs in accordance with NEC's Out of Warranty Policy.
- (3) If NEC determines that a Product returned to NEC is covered by warranty NEC will, in NEC's sole discretion, take one of the following courses of action:
 - (a) **Repair & Return:** NEC will either; (1) repair the product onsite or (2) provide the customer with a “CRU” (Customer Replaceable Unit) based upon the failure diagnosis by NEC technical support and the terms of the products warranty service level that was purchased by the customer.
 - (b) **Replacement:** NEC will send the Requestor or direct to the customer at the Requestor's request, a Replacement Product. As used in this context, “Replacement Product” may include repaired, recycled, reconditioned or equivalent replacement Product. In this case, the warranty period is not restarted, and the replacement product assumes a warranty equal to the remainder of the original warranty period.
 - (c) **Credit:** NEC may credit the Requestor's account with the original purchase price of the Products provided the account is in good standing. The account cannot be credited unless the Requestor provides NEC with either the original sales order number, invoice number and/or serialized bar code number.

- (4) If a returned Product is returned during the applicable warranty period, but it is determined by NEC that such Product is excluded from warranty coverage (for reasons including, but not limited to customer abuse), NEC may, at its sole discretion:
 - (a) Notify the Requestor of the estimated cost of the repair and/or missing parts and/or damaged parts, plus labor to replace these items. (*Parts may be subject to availability.*)

D. Advance Replacements (For Products under Warranty Only)

- (1) A request for an Advance Replacement may be made in the following situations:
 - (a) Customer must have valid Platinum or Gold Warranty contracts with NEC.
 - (b) Receipt of mis-shipped Product(s) (e.g. wrong product shipped, or shipped to the wrong address) due to NEC's error;
 - (c) Authorization from NEC's Technical Support;
 - (d) In the case of ET-ITNW, replacements will be sent to the Dealer. In the case of ET-IT, replacements will be sent to the Dealer if they are handling the repair, otherwise replacements will be sent to the End User. An address must be provided at the time of the tech support call so that parts can be dispatched.
- (2) If the request for an Advance Replacement is due to a system down emergency and NEC's Technical Support has authorized the Advance Replacement, NEC will ship the replacement item(s) in accordance with the level of warranty coverage (e.g. Standard, Gold, or Platinum) purchased by the customer.
- (3) If the faulted Product is not returned to NEC within sixty (60) calendar days, the Requestor will be obligated to pay any and all parts costs associated with the shipment of the product and the replacement core charges due.
 - (a) **Replacement:** NEC will send the Requestor a "Replacement Product". As used in this context, Replacement Product may include repaired, recycled, reconditioned or equivalent Replacement Product.

IV. PRODUCT(S) OUT OF WARRANTY

A. Product(s) Out of Warranty

Out of Warranty Products can be returned for repair for ET-ITNW products only.

B. Inspection

- (1) If a Product is found to be irreparable, it will be returned (to the Requestor) at the Requestor's sole expense and risk.
- (2) If NEC determines that the Product returned to NEC is repairable, NEC will, in NEC's sole discretion, take one of the following courses of action:
 - (a) **Replacement**: NEC will send the Requestor a replacement Product. As used in this context, "Replacement Product" may include a repaired, recycled, reconditioned or equivalent replacement Product. The Requestor will be invoiced at NEC's then-current rate for repair fees plus shipping charges.
 - (b) **Repair & Return**: NEC will repair the Product and provide phone support on a per incident basis if replacement parts are available and ship it back to the Requestor. The Requestor will be invoiced at NEC's then-current rate for repair fees, any spares parts required and if available, plus shipping charges, if available