

Limited Product  
Warranty and Return  
Policy



**STORM**<sup>™</sup>  
POWER COMPONENTS

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## 1. Introduction

### 1.1. Purpose

This policy defines the general process and conditions that authorized Storm Power Components customers must use to return material for repair, rework or remake.

### 1.2. Scope

This policy applies to all Storm Power Components customers. Customers may only return products for repair, rework or remake.

### 1.3. Types of Returns

This policy covers the following types of returns:

- Returns of Non-Conforming Products, which are defined as any products received by the customer from Storm Power Components that:
  - (a) do not conform to the product number listed in the applicable Purchase Order;
  - or
  - (b) do not fully conform to the specifications approved by the customer for the products.
- Returns due to fulfillment errors (e.g. over-shipment, incorrect order, etc.) (“Fulfillment Error Return”)

### 1.4. Returns for Replacement or Repair

It is in the sole discretion of representatives of Storm Power Components whether to replace or repair Non-Conforming Products. Verification of Non-conforming Products will be determined by a technical validation of the product once the item is received by Storm Power Components. Advanced replacements or exchange units may be available in specific circumstances for certain product categories. Contact your Storm Power Components Customer Service representative for assistance.

## 2. Limited Product Warranty

Storm Power Components warrants to Customer that, for a period of one hundred eighty (180) days from the date of shipment of the product (the "Warranty Period"), each product manufactured by Storm Power Components will materially conform to the specifications approved by the customer for the products (the "Product Warranty"). The Product Warranty does not apply to any product that:

- (a) has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Storm Power Components;
- (b) has been reconstructed, repaired, or altered by anyone other than Storm Power Components or its authorized representative;
- (c) has been used with any third-party products, hardware, or product that has not been previously approved in writing by Storm Power Components.

### 3. General Return Material Authorization Conditions

To be eligible for return for rework, repair, or remake, the Non-Conforming Product must be designated by Storm Power Components as returnable and must be new, unused, in the original unopened, unmarked, factory-sealed cartons. To initiate a return the Customer must request a Return Material Authorization (“RMA”) via email to Storm Power Components Customer Service Team. No returns will be accepted without a valid RMA. RMA must be requested within 180 calendar days of original ship date of product.

The general process is:

- Customer requests an RMA via email.
- Storm Power Components determines if the RMA request complies with the Product Return Policy guidelines.
- Storm Power Components issues the RMA if the product is a Non-Conforming Good and within standard RMA Authorization Conditions as set out in this Product Return Policy.
- Customer returns the products to Storm Power Components in accordance with this policy and/or the instructions contained in the RMA within the required timeframe.
- Storm Power Components determines if the products returned comply with this policy and determines, in its sole discretion, whether Storm Power Components will repair or replace such Non-Conforming Goods, less any applicable fees, e.g. restock, testing, repacking, etc.

#### 3.1. New, Unused Condition

All products returned must be in new, unused condition. By requesting an RMA, the customer is certifying that any material is in new, unused condition and meets the outlined requirements.

#### 3.2 Information Required to Obtain Return Material Authorization (RMA)

The following information is required to obtain an RMA:

- Product part number
- Quantity of part number for return
- Storm Power Components Invoice, Sales Order number, or Customer Purchase Order number
- Date of product receipt
- Customer name & location
- Location of item, i.e. the origin of the return shipment
- Reason for RMA request, i.e. non-conformance materials, over-shipment of materials, etc.
- Photos of non-conformance materials

#### 3.3 Return Material Authorization Time Limits

Products returned on an RMA must be received by Storm Power Components within thirty (30) calendar days of the issue date of the RMA, unless otherwise stated in the RMA return instructions. The RMA will be cancelled if the product is not received within the Warranty Period. No returned products will be accepted against a cancelled RMA. Unless otherwise notified, any products received after an RMA is cancelled will be returned to the Customer and return shipping charges will be assessed to the Customer.

### 3.4 Shipping Charges

With the exception of a Fulfillment Error Return, all shipping charges must be paid for by the Customer. This includes shipping charges to return the material to Storm Power Components, and shipping charges to return the product to the Customer if necessary, e.g. in case a return product is inspected and not approved. In the event material must be returned to the Customer, Storm Power Components will try to observe return freight instructions, but this may not always be possible. If a response to a return freight request is not received within fourteen (14) calendar days, Storm Power Components will ship the material back to the Customer and invoice the freight charge from the Customer's account or from the credit issued for other material.

### 3.5. Disposition of Used Product

If a product is returned as new but on evaluation is found to be used, the RMA will be rejected. The product will be returned to the Customer if the value is greater than \$200. If the product value is less than \$200, the product will not be returned, and no credit will be issued.

### 3.6. Returned Material Packing

Products returned under one RMA should be packaged in one carton or skid when possible. The carton or skid must be clearly identified with the RMA number and must be accompanied by the proper RMA Delivery memo / packing slip and a bill of material listing each Storm Power Components part number being returned.

#### 3.6.1 Multiple Cartons or Skids

If multiple cartons or skids are required, each carton or skid must have the RMA number clearly identified and must be marked as a series, e.g. 1 of 3, 2 of 3, 3 of 3, etc. Each carton or skid must also have a bill of material listing the contents as described previously. However, multiple RMAs cannot be combined into one carton or skid. Such shipments will not be accepted and will be returned to the Customer.

#### 3.6.2 Returns from Multiple Locations

RMA requests can only originate from a single location. In the event a Customer has multiple warehouse locations, a separate RMA must be requested for each location.

### 3.7 Testing and Repacking Fees

In some situations, Storm Power Components may determine that a product must be tested or repacked as part of the RMA evaluation or to accept the product for return. If testing or repacking is necessary, the customer may be liable for those fees.

### 3.8 Field Scrap & Nominal Value Items

For some products and situations, Storm Power Components may elect to issue credit net all applicable fees and charges without requiring that the product be returned. This will be documented in the RMA if applicable. In these situations, the Customer agrees to destroy and dispose of the product in a manner that prevents the product from reentering the market. Storm Power Components may require proof of destruction and disposal by photographic evidence, field inspection by a Storm Power Components employee or agent, or other means as indicated at the time of the request.

### 3.9 Credit Processing Time

In general, any credit resulting from a completed and accepted RMA will be issued to the Customer account within thirty (30) calendar days of the receipt of the returned material.

## 4. Storm Power Components Fulfillment Error Return

A Storm Power Components Error Return form should be used to return material received due to a fulfillment error. The RMA must be requested within one hundred eighty (180) days of the Storm Power Components invoice date. With the exception of shipping charges, all RMA requirements from Section 3.2 apply to any Storm Power Components Fulfillment Error Return.

### 4.1 Freight Collect

If the product is under 150 pounds, the product must be returned using the freight carrier account number specified on the RMA documentation or shipping charges will be assessed to the Customer. If the product is over 150 pounds, the product must be returned using the same freight carrier used for delivery of the product, or the carrier that has been specified on the RMA documentation, if different.

## 5. DISCLAIMER OF OTHER REPRESENTATIONS AND WARRANTIES; NON-RELIANCE

**THIS POLICY SETS FORTH CUSTOMER'S SOLE REMEDY AND STORM POWER COMPONENTS' ENTIRE LIABILITY FOR ANY BREACH OF THE PRODUCT WARRANTY SET FORTH IN SECTION 2 HEREOF. EXCEPT FOR THE PRODUCT WARRANTY SET FORTH IN SECTION 2 HEREOF, (A) NEITHER STORM POWER COMPONENTS NOR ANY PERSON ON BEHALF OF STORM POWER COMPONENTS HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR PERFORMANCE OF GOODS OR PRODUCTS TO STANDARDS SPECIFIC TO THE COUNTRY OF IMPORT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY STORM POWER COMPONENTS, OR ANY OTHER PERSON ON BEHALF OF STORM POWER COMPONENTS.**