



Return Material Authorization (“RMA”) Agreement Terms & Conditions

1. INELIGIBLE FOR RETURN:

Product that has been misused/abused/modified by Customer, discontinued product, custom manufactured product, and product damaged in shipment are not eligible for return.

2. RMA NUMBER:

No return or repair can be made without a RMA number. Ascendent reserves the sole right to issue RMA numbers. No authorization shall exist until Customer is provided a RMA number from authorized Ascendent personnel.

3. SHIPPING:

- i. Returns & Missing Contents: All authorized returned merchandise must be in its original container with all manuals, electronic media, cables, etc. Otherwise, a “Repackaging Fee” (minimum of \$30) may be assessed upon Ascendent's acceptance of returned product. Customer likewise agrees to pay this fee upon receipt of invoice.
- ii. Packaging: Customer shall use the original or equivalent packaging, and in accordance with UPS standards as regards to electronic components. Customer agrees to provide adequate freight insurance to protect against loss and damage in transit.
- iii. Shipping Expense: Customer shall PREPAY all shipments to Ascendent. Ascendent shall pay for all returned Canadian shipments to the customer via DHL Ground or cheapest method AFTER product has been accepted by Ascendent within the warranty period. **INTERNATIONAL SHIPMENTS, UNLESS OTHERWISE INDICATED, CUSTOMER ALSO PAYS FOR RETURN SHIPPING.**
- iv. Special Requirements. Customer pays for expedited shipments, or shipments of advance replacements if approved.
- v. Refunds, credits, and exchanges are exclusive of any shipping charges.

4. ACCEPTANCE:

All returned products are subject to Ascendent's audit acceptance.

- i. At Ascendent's sole discretion, if Ascendent makes the determination of "Missing Contents", Customer agrees to pay said Repackaging Fee.
- ii. At Ascendent's sole discretion, if Ascendent makes the determination of "Partial or Incomplete Shipment", Customer agrees to pay Ascendent for the full invoiced amount.
- iii. At Ascendent's sole discretion, if Ascendent makes the determination that product authorized for return is “Ineligible”; Customer agrees to pay Ascendent for the full invoiced amount.

5. OUT OF WARRANTY REPAIR:

- i. REQUEST - Any customers interested in an Out of Warranty Repair may apply to do so. Upon RMA authorization, customer is to ship defective product to Ascendent for inspection, along with a purchase order for Inspection and Diagnostics.
- ii. INSPECTION - Ascendent will inspect defective product, and will make a good faith estimate for the cost of repair. Customer must authorize all repairs "in writing" prior to commencement of repair work.
- iii. REPAIR - As applicable, time and materials will be billed, with a minimum charge for "out-of-warranty" repair of \$150 per product. Customer is responsible for all authorized repair charges, regardless if additional repairs are needed in order for the product to perform correctly. IF additional repairs are required, Ascendent will again make another good faith estimate for any additional charges.
- iv. UN-REPAIRABLE or PROHIBITIVE COST - If the product is deemed "un-repairable" or if the cost of the repair is prohibitive, then the customer may chose to either have the product shipped back to them at the customer's expense, or allow Ascendent to discard the product themselves. Regardless, customer is responsible for any additional time and material repair charges so authorized by the customer.
- v. FINAL TEST - Prior to any repaired product being shipped, Ascendent will perform any necessary upgrades and full functional testing of the product.

6. RESTOCKING CHARGE:

All sales are final. However, in the rare event a return for credit, refund or exchange is authorized, a restocking fee of up to 25% will be assessed for all returned products.

7. EXPIRATION:

RMA authorization is valid for a period of thirty [30] days from date RMA Number is issued.

8. DOCUMENTATION:

All paperwork and shipping documents must prominently reference the issued RMA number. Shipments not prominently displayed with the RMA number are subject to return.

9. PARTIAL or INCOMPLETE SHIPMENTS:

Ascendent shall perform a manual count/audit of product authorized for return. Any shortage of product authorized for return, Customer agrees that full credit will not be issued to partial or non-complete shipments, and Customer further agrees they shall make immediate payment to Ascendent for any missing product.

10. AUTHORIZATION:

By submitting this RMA application to Ascendent for processing, you explicitly agree to bind you or your company to these terms & conditions, and subsequently warrant, under penalty of perjury, that you are authorized to do so on your company's behalf.