

RETURN MATERIAL AUTHORIZATION (RMA) TERMS AND PROCEDURE Avantes BV.

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 Avantes B.V. with address Oude Apeldoornseweg 28, NL-7333 NS Apeldoorn, the Netherlands ('Avantes') under which a customer of Avantes is entitled to return a product to Avantes. 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: Avantes 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 Avantes B.V. ; Customer is required to check this in case of requesting a return.

2. Requesting an RMA number

2.1. Prior to returning any product to Avantes, the customer must first obtain an RMA number and corresponding form/instruction from Avantes.

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

2.3. In order to obtain an RMA number from Avantes, the customer shall request an RMA number from Avantes by submitting a request at support@avantes.com and at least the following information shall be provided:

2.3.1. the serial number of the product concerned;

2.3.2. the nature of the defect (if applicable);

2.3.3. the reason for the return request;

2.3.4. the requested action from Avantes.

2.3.5. saved data that shows the defect (if applicable)(graphs, pictures)

2.4. After receipt of the RMA number request, Avantes may contact the customer in order to discuss the request and/or to obtain more information. Subsequently, Avantes will check whether the product is within the warranty term and Avantes will issue an RMA number or not (at 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 (in case of Dead On Arrival, DOA), 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 an RMA number within the time specified in this paragraph shall result in the loss of warranty in this respect.

2.6. Products that are produced by Avantes under a private label are excluded from Avantes RMA Procedure and cannot be returned in conformity with these terms, unless with the prior written approval of Avantes 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.

2.8 Any product over 10 years old is not valid for an RMA. Products over 10 years old are excluded from all services Avantes offers.

3. Returning the product

3.1. After issuing an RMA number, the customer shall return the product within thirty (30) business days to Avantes 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 Avantes' RMA Procedure. If the product is not returned by the customer to Avantes within this term, the RMA number is not valid any longer and Avantes reserves the right to cancel the request.

3.2. If a product is returned by the customer to Avantes without a valid RMA number, the product will be returned by Avantes 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, Avantes shall inspect the product and the RMA request. If the product is defect and within the warranty term, Avantes 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 Avantes. If the product is claimed by the customer to be defect but after inspection by Avantes appears not to be defect, Avantes will be entitled to return the product to the customer at the expense of the customer and Avantes will be entitled to charge inspection costs made.

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, Avantes will inform the customer accordingly. Avantes and the customer may discuss a solution and the corresponding costs. If the customer and Avantes do not reach agreement on the solution and the corresponding costs, Avantes will be entitled to return the product to the customer at the expense of the customer and Avantes will be entitled to charge inspection costs made.

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 the return of a product

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

5.1.1. Standard fibers, non-OEM spectrometers, accessories and non-OEM light sources: these products may only be returned under this RMA Procedure in the event: (1) the product which is delivered by Avantes is different from the product which is ordered by the customer; (2) the product which is ordered by the customer is ordered as a direct result of wrong advice given by Avantes; (3) the product is delivered Dead on Arrival (DOA, see 2.5). The occurrence of a situation under (1), (2), or (3) needs to be proven by the customer.

5.1.2. Special fibers, OEM spectrometers, OEM light sources: these products may only be returned under this RMA Procedure in the event: (1) the product which is delivered by Avantes is different from the product which is ordered by the customer (includes OEM requests); (2) the product is delivered Dead on Arrival (DOA, see 2.5). The occurrence of a situation under (1) or (2) needs to be proven by the customer.

5.1.3. Other products: Avantes and the customer may discuss the possibilities for the return of these products.

5.1.4. Standard fibers, non-OEM spectrometers, accessories, non-OEM light sources: 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 5.1.4 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 Avantes 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 Avantes. Furthermore, all freight costs shall be at the expense of the customer, and Avantes 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. Avantes will repair the product or discuss with the customer about a replacement and the customer is entitled to return the product to Avantes at the expense of Avantes by making use of the Avantes UPS account.

5.4. The customer will have to return the product first to Avantes before Avantes will send a replacement product to the customer. The customer will receive an invoice for the replacement product and a credit invoice upon receipt of the product by Avantes from the customer.