

TDK-LAMBDA AMERICAS RMA Terms and Conditions

1. General – Repair orders, submitted through WebRMA or otherwise, and accepted by TDK -Lambda Americas Inc. (TLA), are subject to the below terms and conditions. Customer RMA order is accepted based on the understanding that any conflict of the terms and conditions in any form contained herein or TLA's terms and conditions of sale, shall not be binding upon TLA unless expressly stated and accepted in writing by TLA.

2. Authorization – All products returned to TLA, require a Return Material Authorization (RMA #) to be issued in advance - regardless of warranty status.

3. Warranty Repairs – Upon receipt of product return, warranty status will preliminarily be verified through a visual inspection of each product. Warranty status will continue to be reviewed throughout the inspection/repair period.

- For products deemed to be IN warranty, TLA will repair or replace defective product(s) at TLA's discretion.
- A standard repair charge will be incurred for products where warranty has been voided, as determined by TLA, such as but not limited to, customer damage, customer modification, broken warranty seal (automatically OUT of warranty), or operation outside of specified design limits.

4. Out-of-Warranty Repairs – TLA will repair out-of-warranty product(s) at a cost to customer. Customer will be notified of repair charges prior to being issued an RMA # - at this time, you may decline repair services. Purchase order or credit card are required prior to physical repair of the products or requested Failure analysis Report.

5. Repair Warranty – All OUT of warranty repairs are covered under a 90-day repair warranty

- Warranty valid 90 days from delivery.

6. Evaluation Charge (RMA – RME Types) / NFF (No Fault Found) – An Evaluation (RME) charge will be applied for out of warranty/obsolete units, which also may incur a repair fee. Charges also apply to No fault found units (NFF). There will be a charge of \$150 per unit to be applied

7. Shipment – All shipping dates are approximate. TLA will attempt to comply with, but cannot guarantee, quoted ship dates. TLA will not be held responsible for any costs associated with a delay.

8. Failure Analysis – A Failure Analysis must be requested at the time of the RMA request. Products **MUST** be repaired to fulfill Failure Analysis Report. For a standard Failure Analysis, an additional repair charge will be applicable - Minimum charge of \$250 to maximum charge of \$954 per unit based on product/unit model

- On occasion, it may be necessary to send individual components out to an independent lab for further analysis to complete a requested FA. If this is needed, there will be a **\$425 charge per component**. You will be contacted if additional charge is required and will have the option to decline this service.

Note: Effective June 22, 2015, charges for Failure Analysis will apply to both In and Out of warranty products.

9. Taxes – All prices quoted exclusive of federal, state, and local excise, sales, use and similar taxes. In addition to prices specified at time of order acknowledgement, any applicable taxes as listed above will be paid by customer.

10. Payment – TLA's payment terms are NET 30 days on approved credit, only. For new customers with repair costs totaling less than \$1000 will require payment in advance by credit card, wire transfer, ACH, or check.

11. Freight Costs - All products must be shipped to TLA prepaid. TLA will pay ground freight costs for return shipment of repaired or replacement product. If faster shipment method is needed TLA will require, in writing by customer, the customer account number and carrier to which the shipping charges will be billed.

12. Obsolete Product – Obsolete product is defined as product which has/or will be removed from TLA's current catalog. Products that have been obsoleted may be considered non-economical to repair (NER). Obsolete Product Repairs may be contingent on component availability at time of repair. If this applies to the customer's product, customer will be given the option to have product returned unrepaired or, with customer's authorization, TLA will scrap the product at no fee.

13. Beyond Repair – If product is out-of-warranty and is deemed beyond economical repair (BER) by TLA, customer will be given the option to have its product returned unrepaired or, with customer's authorization, TLA will scrap the product at no fee.

14. Non-TDK-Lambda Hardware – TLA SD RD accepts no responsibility for non-TDK Lambda wiring looms, harnesses, accessories, additional metalwork, etc., which may be attached to the product when returned for repair. Please ensure such items are removed, prior to return. Failure to remove these items may result in delays or additional charges.

15. SALES TAX DISCLAIMER – TLA is required to collect Sales and Use Tax for labor on non-warranty repair orders shipped to the following states: FL, IA, KS, NJ, NY, OH, UT, and WA. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law where applicable. TLA will charge sales tax unless customer has a valid sales tax exemption certificate on file with TLA. TLA will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If customer is exempt from sales tax, customer must provide TLA with a copy of current sales tax-exempt number. Prices shown do not include any federal, state, district, city or local taxes, or any other taxes or charges imposed by any government authority. In states where TLA is not required to collect and pay Sales Tax, customer is obligated to self-report and pay the Sales and/or Use Tax to the appropriate State and local taxing authorities.