

## **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 these terms and conditions. Customer's order is accepted only on the understanding that any terms and conditions specified by customer in any form which are in conflict with the terms and conditions contained herein or TLA's terms and conditions of sale, shall not be binding upon TLA unless expressly accepted in writing by TLA.
- 2. Authorization** – All products returned to TLA, regardless of warranty status, require a Return Material Authorization (RMA) to be issued in advance.
- 3. Warranty Repairs** – Upon receipt of product returned under a valid RMA, warranty status will preliminarily be verified through a visual inspection of each item. 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 products at TLA's discretion. If the warranty has been voided, as determined by TLA, due, among other possible reasons, to customer damage, customer modification, warranty seal broken, or operation outside specified design limits, standard repair charges will apply.
- 4. Out-of-Warranty Repairs** – TLA will repair out-of-warranty product at a cost to customer. Customer will be notified of repair charges upon receipt and evaluation of product and will be required to issue a purchase order or credit card to authorize any charges prior to actual repair of the products or any requested failure analysis.
- 5. Repair Warranty** – All product repaired out-of-warranty is covered under a repair warranty of 90 days from delivery.
- 6. Shipment** – All shipping dates are approximate. TLA shall attempt to comply with, but cannot guarantee, quoted shipping dates and will not be responsible for any costs associated with a delay.
- 7. Failure Analysis** – A Failure Analysis must be requested at the time of the RMA request. Products must first be repaired before a Failure Analysis can be provided. For a standard Failure Analysis, in addition to any applicable repair charges, there will be a minimum charge of \$125 to maximum charge of \$400 per unit. In the event a detailed component analysis by a third party is required to complete the Failure Analysis, an additional charge of \$325 per component will also apply. *Note: Effective June 22, 2015 charges for Failure Analysis will apply to both in and out of warranty products.*
- 8. Taxes** – All prices are 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.
- 9. Payment** – TLA's payment terms are Net 30 days on approved credit only. For new customers, repair orders totaling less than \$1000 will require payment in advance by credit card, wire transfer, ACH or check.
- 10. Freight Costs** - All products must be shipped to TLA prepaid. TLA will pay ground freight costs for return shipment to customer on any repaired or replaced products. If faster shipment is needed, a carrier, designated in writing by customer, will be utilized, provided customer provides its account number with the carrier to which the shipping charges may be billed.
- 11. 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) contingent on component availability at time of repair. If this applies to the customer's product, customer will be given the option to have its product returned unrepaired or, with customer's authorization, TLA will scrap the product.

12. **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.
13. **Non-TDK-Lambda Hardware** – Sub-assemblies, wiring, or any other hardware must be removed prior to return. TLA is not responsible for any costs associated with loss or damage to these items if returned.
14. **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 your sales tax exempt number and fax a copy of the sales tax exempt certificate to TDK-Lambda Americas - ATTN: SALES TAX EXEMPTION. (Fax: 1-619-628-2250). Except as otherwise noted, 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 authority(ies).