

Iron Bow RMA, DOA and Return Policy

This Iron Bow RMA, DOA and Return Policy provides all Iron Bow Technologies, LLC ("Iron Bow") Customers and Authorized Partners (including Resellers and Distributors) with the policies and procedures that must be followed in order to make a claim for a Return Merchandise Authorization ("RMA"), Dead on Arrival ("DOA") product, or other return of a product ordered from Iron Bow. Customer's (including Authorized Partners) purchase of products, IronCare Maintenance, Managed Care Services and/or Cloud Video Services is Customer's act of acceptance of this Agreement, and no further action or acknowledgement is required therefrom.

In the event that the DOA product(s) is subject to a third party (OEM or Distributor) RMA, DOA, and return policies and processes, the third party's RMA, DOA and return policies, processes, and procedures shall take precedence over the policies, processes, and procedures detailed herein. All capitalized terms in this description have the meaning ascribed to them herein, or, if not defined herein, their common definitions in the industry.

Definitions.

"Authorized Partner" means a Reseller or Distributor registered and permitted by Iron Bow to obtain the Products for their Customers.

"Customer" means the person or entity that first places a Product in productive use as an End User for its own internal use and does not: (i) resell or distribute the Product, and/or (ii) use the Product to provide outsourcing and/or services to others. The terms "Customer" and "End User" may be used interchangeably herein.

"Dead on Arrival" ("DOA") means any product(s) that does not operate upon delivery, or fails upon the initial inspection or power-up.

"OEM" means the original equipment manufacturer.

"Product" or "Products" mean any and all products, equipment, or other tangible items sold by Iron Bow, whether sold directly to a Customer by Iron Bow or by an Authorized Partner.

"RMA" means returned merchandise authorization.

1) Related Documents. This Agreement should be read in conjunction with, but not in limitation to, the following documents (together, the "Supplemental Documents"):

- a) IronCare & Managed Care Terms and Conditions; and
- b) The applicable warranty, if any, which may be:
 - a) The OEM warranty provided with the product;
 - b) The Iron Bow 90 Day Limited Warranty, Disclaimer of Warranty, and End User License Agreement provided with the product; or
 - c) Any additional warranty sold and provided by Iron Bow or the applicable OEM.

2) RMAs and Returns.

2.1 Qualifying for RMA or Return. All sales are final. Except as provided in Iron Bow's warranty statements, Iron Bow does not accept returns unless (i) Iron Bow shipped a Product other than as specified in the Purchase Order, and (ii) such Product is unopened, and (iii) the Product is returned in accordance with this Agreement; or (iv) a Product is DOA, and (v) the DOA Product is returned in accordance with this Agreement.

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Contact Iron Bow Customer Support at 1 (800) 338-8866, Option # 3, or ordermgt@ironbow.com

2.2 RMA and Return Process.

- a) Notice. If Customer desires to return any Product(s) and said Product is eligible for RMA or return hereunder, Customer must notify the appropriate party no later than ten (10) business days from date of delivery.
 - a) Customer shall submit an RMA or Return Product(s) claim for the subject order to the party from whom Customer purchased the Product(s) (either Iron Bow or the Authorized Partner).
 - b) If the Product was purchased directly from Iron Bow, Customer should submit the claim directly to Iron Bow's customer support at 1 (800) 338-8866, and select option # 3 or ordermgt@ironbow.com.
 - c) If the Product was purchased from an Authorized Partner, Customer should contact the Authorized Partner to submit the claim to Iron Bow through said Authorized Partner.
- b) Claim Contents. The claim shall include the serial number of the Product(s), the date of purchase, the name of the purchaser, date of delivery, date RMA or Return claim was submitted, a description of the problem with the Product, the name of the party from whom the Product was purchased, and the party to whom the refund or credit (the selection between which shall be in Iron Bow's sole and absolute discretion) should be provided.
- c) Process for Iron Bow Products. Upon Iron Bow's receipt of the Customer's claim (whether directly from the Customer or via an Authorized Partner), and initial determination that the Product is eligible for RMA or Return, Iron Bow shall issue an RMA number for the Product(s) to the party from whom the claim was received by Iron Bow.
- d) If Iron Bow issues the RMA number directly to the Customer, Customer must include the RMA number on the outer and original carton box when returning the Product to Iron Bow. Iron Bow will issue the refund or credit promptly to the party identified in the claim for such purpose, however, Iron Bow may, and has the right to, delay issuance of the refund or credit until the RMA'ed or Returned Product(s) arrive at Iron Bow's designated point of return and have been finally determined to be eligible for RMA or Return.

If Iron Bow issues the RMA Number to an Authorized Partner, the Authorized Partner shall relay the RMA number, along with any other necessary return information, to the Customer. Customer must include the RMA number on the outer and original carton box when returning the Product(s) to Iron Bow. Iron Bow will issue the refund or credit promptly to the party identified in the claim for such purpose, however, Iron Bow may, and has the right to, delay issuance of the refund or credit until the RMA'ed or Returned Product(s) arrive at Iron Bow's designated point of return and have been finally determined to be eligible for RMA or Return.

2.3 Process for Third Party OEM Products. The Distributor's or OEM's RMA and Return policies and procedures shall govern all RMA's and Returns of third party OEM products. Upon Iron Bow's receipt of the Customer's claim, Iron Bow shall then promptly notify the Distributor/OEM and request an RMA for the return of the Product(s). If the RMA or Return is permissible pursuant to the Distributor's or OEM's RMA and Return policies and procedures, the Distributor/OEM shall generate an RMA number, which they will provide to Iron Bow, and Iron Bow shall relay to the Customer along with any other necessary return information. Customer must include the RMA number on the outer and original carton box when returning the Product, and follow any other instructions provided for the Distributor/OEM DOA/RMA process. The Distributor/OEM will follow its standard RMA and Return policies and procedures.

3) DOA Products.

3.1 Qualifying for DOA Process.

- a) A product may be returned using the DOA process described herein if the product does not operate upon delivery or initial inspection, if such failure to operate is discovered and reported to Iron Bow within ten (10) business days of the date of delivery.

- * Any Product that arrives in damaged packaging should be refused by the Customer. If the Customer accepts Product(s) that arrives in damaged packaging, Customer shall note the damage on the shipment carrier's delivery record so that Iron Bow or the appropriate Authorized Partner may file an insurance claim. Customer's failure to either reject Product(s) that arrives in damaged packaging or note such damage in the shipment carrier's delivery record alleviates Iron Bow of any obligation to honor a request for DOA processing under these procedures.
- b) Only the original End User or an Authorized Partner may initiate a DOA claim.
 - * If you purchased your Product(s) from an Authorized Partner please contact your Distributor or Reseller directly for support, and they will manage the DOA process for you.
- c) The DOA Product(s) must be received by Iron Bow within 10 business days of the issuance of a DOA or RMA number therefore. In the event that Iron Bow provides a replacement Product based on a DOA claim prior to receipt of the alleged DOA Product, and then either (i) does not receive the alleged DOA Product within said 15 day period; or (ii) determines (in its sole and absolute discretion) that the returned/defective Product was not DOA, Customer will be invoiced for the full MSRP of the replacement Product plus any and all applicable shipping, handling and insurance costs associated with the DOA claim and replacement Product.

3.2 DOA Process.

- b) Notice. If Customer discovers that any Product subject hereto is DOA, Customer must notify Reseller no later than ten (10) business days from date of delivery.
 - a) Customer shall submit a DOA Product claim for the subject order to the party from whom Customer purchased the Product (either Iron Bow or the Authorized Partner).
 - b) If the Product was purchased directly from Iron Bow, Customer should submit the claim directly to Iron Bow's customer support at 1 (800) 338-8866, and select option # 3 or ordermgt@ironbow.com.
 - c) If the Product was purchased from an Authorized Partner, Customer should contact the Authorized Partner to submit the claim to Iron Bow through said Authorized Partner.
- c) Claim Contents. The claim shall include the serial number of the Product(s), the date of purchase, the name of the purchaser, date of delivery, date DOA status was discovered, a description of the problem with the Product, the name of the party from whom the Product was purchased, and the address to which the replacement Product(s) should be shipped.
- d) Process for Iron Bow Products. Upon Iron Bow's receipt of the Customer's claim (whether directly from the Customer or via an Authorized Partner), and initial determination that the Product is DOA, Iron Bow shall issue an RMA number for the DOA product(s) to the party from whom the claim was received by Iron Bow.
- e) If Iron Bow issues the RMA number directly to the Customer, Customer must include the RMA number on the outer and original carton box when returning the Product(s) to Iron Bow. Iron Bow will ship the replacement Product(s) promptly to Customer, however, Iron Bow may, and has the right to, delay shipment of the replacement Product(s) until the returned DOA Product(s) arrive at Iron Bow's designated point of return and have been finally determined to be DOA.
 If Iron Bow issues the RMA Number to an Authorized Partner, the Authorized Partner shall relay the RMA number, along with any other necessary return information, to the Customer. Customer must include the RMA number on the outer and original carton box when returning the Product(s) to Iron Bow. Iron Bow will ship the replacement

Product(s) promptly to Customer, however, Iron Bow may, and has the right to, delay shipment of the replacement Product(s) until the returned DOA Product(s) arrive at Iron Bow's designated point of return and have been finally determined to be DOA.

- f) Process for Third Party OEM Products. The Distributor's or OEM's DOA policies and procedures shall govern all DOA claims for third party OEM products. Upon Iron Bow's receipt of the Customer's claim, Iron Bow shall then promptly notify the Distributor/OEM and request an RMA for the return of the DOA product(s). If the DOA claim is permissible pursuant to the Distributor's or OEM's DOA policies and procedures, the Distributor/OEM shall generate an RMA number, which they will provide to Iron Bow, and Iron Bow shall relay to the Customer along with any other necessary return information. Customer must include the RMA number on the outer and original carton box when returning the Product, and follow any other instructions provided for the Distributor/OEM DOA/RMA process. The Distributor/OEM will follow its standard DOA policies and procedures.

4) Status of Customer's Claim.

4.1 Iron Bow Products. The party from whom Customer purchased the Product(s) (either Iron Bow or the Authorized Partner) shall be Customer's point of contact for all RMA, Return, and DOA related inquiries during the applicable process. That party shall communicate any status updates and lead times for the replacement Product(s), refund, or credit issuance, as applicable, to the Customer. The lead times for the replacement Product(s) are subject to in-stock availability or the lead times to manufacture a replacement Product(s) in the event of insufficient stock. Once the replacement Product(s) have shipped, Iron Bow will provide Customer with a tracking number.

4.2 Third Party OEM Products. Iron Bow shall be Customer's point of contact for all RMA, Return, and DOA related inquiries, and shall be responsible for all communications with the Distributor/OEM during the RMA, Return, or DOA process. Iron Bow shall communicate any Distributor/OEM process requirements, as well as status updates and lead times for the replacement Product(s), refund, or credit issuance, as applicable, to the Customer. The lead times of the replacement Product(s) are subject to Distributor's/OEM's in-stock availability or the lead times applicable to new orders at that time. Once the replacement Product(s) have shipped, Customer shall be provided with any relevant information that Iron Bow is provided by the Distributor/OEM, potentially including tracking numbers, etc.