

AvL Technologies Inc. RERTURN MERCHANDISE AUTHORIZATION (RMA) TERMS AND CONDITIONS

AvL Technologies, Inc. (AvL) sells and ships products to customers around the world. We realize there are occasions when a product or components that comprise the product should be returned to AvL for repair, replacement, diagnosis and/or upgrade, regardless of warranty status. This Return Merchandise Authorization (RMA) policy document is a guideline for returning the product or component in question to AvL.

<u>U.S. Returns</u> includes the return of products or components that comprise the product originally sold and delivered to businesses or entities classified as U.S. organizations, incorporated or registered and located within the continental U.S., Alaska, Hawaii and U.S. Territories. This definition also may extend to APO locations under certain circumstances.

<u>International Returns</u> includes return of products or components that comprise the product originally sold and delivered to businesses or entities outside of the U.S. or its territories. International Returns must follow the guidelines required by the U.S. Commerce and State Departments. The return shipment by AvL of repaired or replaced products/components may be restricted by U.S. export regulations, which will be confirmed prior to the issuance of an RMA. This policy may not cover equipment original sold within the U.S and exported to a non-U.S. location.

SHIPPING COSTS

- 1. Products Returned for Repair/Replacement Within Original AvL Warranty Period.
- U.S. Returns for customers located in the continental U.S., Alaska and Hawaii: Customer will return the defective or damaged product(s) to AvL's designated repair facility at Customer's expense, including insurance, per RMA instructions, below. AvL will be responsible for the cost of ground delivery, including cost of insurance for the wholesale value, of the repaired/replaced product(s) to the Customer's designated U.S. location.
- **U.S. Returns for customers located in the U.S. Territories and APO locations**: Customer will return the defective or damaged product(s) to AvL's designated repair facility at Customer's expense per RMA instructions, below. Customer will be responsible for the cost of delivery of the repaired/replaced product(s) to the Customer's designated Territory or APO location.

International Returns, including Canada and Mexico: Customer will return the defective or damaged product(s) to AvL's designated repair facility at Customer's expense per RMA instructions, below. Customer will be responsible for the coordination and cost of delivery of the repaired/replaced product(s) to the Customer's designated international location, including shipping, insurance, handling, customs and brokerage costs.

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2. Products Returned for Repair/Replacement Beyond Original AvL Warranty Period.

U.S. Returns - for customers located in the continental U.S., Alaska and Hawaii: Customer will return the defective or damaged product(s) to AvL's designated repair facility at Customer's expense, including insurance, per RMA instructions, below. Customer will be responsible for the cost of ground delivery, including cost of insurance for the wholesale value, of the repaired/replaced product(s) to the Customer's designated U.S. location.

International Returns, including Canada and Mexico: Customer will return the defective or damaged product(s) to AvL's designated repair facility at Customer's expense, including insurance, per RMA instructions, below. Customer will be responsible for the coordination and cost of delivery of the repaired/replaced product(s) to the Customer's designated international location, including shipping, insurance, handling, customs and brokerage costs.

3. Evaluation Fees

A minimum charge of \$675.00 may be charged for Evaluation for repair of items not covered under warranty. This charge will be applied toward the final repair if Customer chooses to have repairs performed. Additionally, the Evaluation fee will be applied to any items not covered under warranty where the repair is declined after receipt of valid quotation.

4. Storage Fees

Items returned to AvL for Non-Warranty repair may incur a storage fee if valid PO or Payment is not received within 30 days of issuance of Quotation for repair. See below for storage fees.

Type of Antenna/Subsystem	Nominal Weekly Storage Fee
Small-Medium FlyAway Antennas (up to 1.4m)	\$45.00
Small-Medium Vehicle-Mount Antennas (up to 1.4m)	\$55.00
Large FlyAway Antennas (>1.4m to 2.4m)	\$65.00
Large Vehicle-Mount Antennas (>1.4m to 2.4m)	\$85.00
Very Large FlyAway Antennas (>2.4m up to 4.6m)	\$95.00
Very Large Vehicle-Mount Antennas (>2.4m to 3.8m)	\$105.00

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