

**QR09: Schedule 01- Return of goods**

The present schedule details the process of returning the goods that fall short of the warranty provided by clause 5.1 in the Terms and Conditions.

## 1. Warranty details

Smart Electronics Ltd offers the following warranty for all the goods it supplies. For a period of 12 months from the date of delivery, the goods shall:

- (a) conform in all material respects with the Specifications;
- (b) be free from material defects in design (only to an extent that Smart Electronics was involved in designing or amending the design), material and workmanship;
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for any purpose held out by the Supplier.

## 2. Quality Assurance tests

To ensure the above, Smart Electronics carries out the following tests for quality assurance purposes.

- I AOI Inspection MV-3L
- I Visual Inspection/Touch Up
- I Power Short Test (Customer REQ)
- I X-Ray
- I Outgoing Inspection
- I In-House inspection/UK
- I Other tests as reasonably requested by the customer

### 3. Return policy of defective goods

3.1 Return of delivered goods is accepted only if the goods fall short of the warranty conditions and are returned on the basis of the procedure detailed below.

3.2 The goods are examined upon delivery and in any event no later than within 4 weeks period after the date of delivery. After this period of time, Goods are considered accepted as conform the warranty conditions, unless Smart Electronic receives notice of non-conformity or request for extension as per Clause 3.3.

3.3 In the event that a longer period is required in order to carry out tests to ascertain the conformity of the goods, the Customer should inform Smart Electronics within 4 weeks from the delivery and request extension of time. The extension will not be unreasonably refused, provided the warranty period of 12 months will not run out by the time the examination is concluded.

3.4 In any event all the tests should be carried out without altering the goods in any way or incorporating them in other goods or devices. Any alteration or modification of the goods will lead to loss of warranty irrespective of the time remaining on the warranty.

3.5 The non-conformity issues should be notified in writing (notice of non-conformity) to Smart Electronics, clearly identifying what the alleged non-conformity pertains to, together with the tests that have been used to identify the defects.

3.6 Return Merchandise Authorisation (RMA) is requested at the same time as the notice of non-conformity. It can be a single document or separate documents.

3.7 Upon receiving a notice of non-conformity, Smart Electronics will consider the notification and within 10 business days of its receipt will:

#### **SMART ELECTRONICS LIMITED**

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- issues the RMA; or
- refuses to issue RMA.

3.8 Smart Electronics reserves the right to inspect the good at the customer's site, before making a decision on RMA. Smart Electronics will notify the other party of its intention to carry out an inspection, detailing the name of its representative and proposing a date for the inspection. The Customer may appoint its own representative to be present during inspection. If the inspection is not possible to be carried out within the 10 business days mentioned in this paragraph, the period will be extended until 3 days after the inspection takes place. If the Customer refuses to allow for the inspection to take place, delays it with more than 2 weeks from the date of the notice of non-conformity or hinders the inspection in any way while the representative of Smart Electronics is carrying it out, Smart Electronics reserves the right to refuse the RMA without finalising the inspection. In such event the goods will be considered as accepted by the Customer.

3.9 In the event that an inspection is carried out, the representatives of both parties or the party that was present, will conclude written minutes, detailing their findings.

3.10 In the event when a RMA is issued, whether with or without prior inspection, the goods will be delivered back to Smart Electronics within the time specified in the RMA and at the specified location. No further use or tests on goods identified as defective is allowed.

3.11 Once an RMA is issued the process is as follows:

- Smart Electronics will ask for return PO
- Smart will collect the goods at the point of return
- Smart will issue a credit note

## SMART ELECTRONICS LIMITED

3.12 Following the collection of the non-conform goods, within a period of not exceeding one month Smart Electronics will, at its absolute discretion:

- Repair the goods and return them to the Customer; or
- Replace the goods and deliver them to the Customer.

3.13 The Customer cannot refuse to accept delivery of the goods for any other reason than further non-conformity, in which case the above detailed procedure will apply.

3.14 In all the events where Smart Electronics refuses to issue RMA and accept the goods held out by the Customer as defective, the parties will instruct an independent laboratory to carry out relevant test. The independent laboratory will carry out inspection as per their and industry standards and issue a report on the conformity of the goods. The warranty period is suspended until such report is issued

The costs for engaging an independent laboratory will be paid by the Customer, however, if the laboratory confirms the goods to be defective, Smart Electronics will reimburse for such costs in full, upon receiving an invoice for it and evidence of the costs.

3.15 In the event that a non-conformity report is issues, Smart Electronic will issue RMA within 10 calendar days of receiving the report and the respective policy will be followed.

3.16 In the event that the independent laboratory issues a report conforming the goods conformity, the goods are considered accepted by the Customer upon the issue of the report.

3.17 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these provisions or its subject matter or formation.