

Janus RMA Terms and Conditions

The following are terms and conditions for Janus Return Materials Authorizations (“RMAs”) (“RMA Terms”) and incorporate current Janus Standard Terms & Conditions (“Standard Terms”). In particular, any repairs are subject to these RMA Terms and the Standard Terms.

Interpretation

The following definitions shall apply to these RMA Terms and to any contract incorporating the same: **“RMA Request Form”** means the return form available on Janus's website: www.Janus.com to accompany any Defective Goods returned in accordance with these RMA Terms. Otherwise, the defined terms used in these RMA Terms shall have the meaning given in the Standard Terms.

General RMA Terms and Conditions

- All returns must be pre-approved by Janus. Janus will respond with an RMA number and return shipping instructions.
- Returns must be packed in sturdy shipping containers. See Packaging Requirements below.
- All returns must be accompanied by a copy of the RMA Request Form.
- Janus's liability under these RMA Terms is limited in accordance with the relevant provisions in the Standard Terms.
- These RMA Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed and construed in accordance with the laws of the State of Illinois and the parties agree to submit to the exclusive jurisdiction of the Illinois courts.

In Warranty Repairs / Potential Repair Charges

By accepting our RMA approval and returning your Goods for Warranty repair, you, the customer, acknowledge that the following conditions will result in additional charges and the Warranty shall not be valid if during the receiving, analysis, or repair of your units, it is determined that:

1. Customer damage or misuse, either through handling, hookup, mechanical damage, ESD, or otherwise was the reason for failure;
2. Rework of the Goods performed by the customer resulted in the need for return and repair;
3. Goods labels have been damaged or removed;
4. There is no fault found with the Goods;
5. Defect arose as a result of any causes listed in Janus' Standard Terms Conditions;
6. We will not accept contaminated goods.

In the event that our inspection of the Goods reveals that the Warranty does not apply, you will pay for the time involved in such inspection at the rates below for Non-Warranty Repairs. You understand that we cannot know, or estimate for you, beforehand how long any inspection will take.

Non-Warranty Repairs

Non-Warranty repairs require a purchase order for analysis and repair. If major components need to be replaced at additional cost, we will contact you prior to the repair. Non-Warranty repair charges are calculated as follows: \$125.00 per hour, plus cost of materials used during repair. Our minimum charge is \$125.00 per item. Goods determined beyond repair will be returned and charged at the minimum rate.

Payment

All payments and charges under these RMA Terms are subject to and to be made in accordance with Janus Standard Terms and Conditions.

Shipping to Janus

Delivery to Janus is always made at the customer's expense and risk.

Return Shipping to Customer

Delivery of Warranty repairs will be made at Janus's expense. Delivery charges for Non-Warranty repairs will be added to the final cost estimate. Any repaired or replacement Goods supplied to the customer by Janus are supplied in accordance with the Standard Terms.

Validity

Any RMA number is valid for 90 days from its date. If after this period of time we have not received the Goods, the customer will be required to request a new RMA number.

Packaging Requirements

Use industry-standard packaging for shipping of Goods back to Janus. This includes:

- Placing circuit boards inside individual, metalized, static shielded bags.
- Packing every item with cushioning to prevent movement or contact with other items in transit.
- Using sturdy, corrugated cardboard shipping containers with one to two inches of packing material around all exterior sides.
- Packages must contain no additional Goods than those approved in the RMA number.

Shipping damage or lack of ESD-safe packaging will void the Warranty. Any modifications done to the goods by the customer will also invalidate the warranty.