



## **GENERAL RETURNS POLICY**

The following terms and conditions apply to all sales unless there is a written contractual agreement stating otherwise.

- All returns must include the Product, any accessories and manuals, and must be in the original boxes and packaging material. Incomplete returns, open or used Products, may be rejected at Siemens sole discretion, and if accepted will be assessed a 10% minimum restocking fee depending on saleable condition.
- All exchanges and returns require a Return Material Authorization (RMA) number. Exchanges and credits cannot be processed without one.
- An RMA must be requested within thirty (30) calendar days of the original invoice date. Thereafter, all sales are final.
- The returned Product must be returned with ten (10) calendar days of the RMA issue date.
- Labor, installation services, and shipping charges are nonrefundable. Customer is responsible for all return shipping and insurance charges.
- All returns will be subject to a 10% minimum restocking fees. Please check with our RMA Order Desk for the additional restocking fees that may apply, specifically to non-Siemens Products.

Provided that you comply with this Policy, Siemens will, within 30 days' of its receipt of the returned Product, credit your account with the purchase price for such returned Product, subject to the terms set forth in this Policy. Any Product received from you that does not comply with this Policy will be returned to you, at your expense. This Policy applies to Products purchased under this Catalog. Siemens may, at its sole discretion, modify or withdraw this Policy at any time and without notification to you.

### ***Cancellation of Service/Work Orders***

- If you cancel a work order after the Siemens or Subcontractor technician is dispatched or arrives on site, you will be charged a cancellation fee of \$85 per work order.

## **OBTAINING RMA NUMBER AND PACKAGING OF RETURNS**

Please follow the shipping instructions listed below:

1. Call our RMA Order Desk, [800-859-6380 option 2 then option 1](tel:800-859-6380), to obtain a RMA number/form for your return. RMA's are issued between 8:00 a.m. and 5:00 p.m. Eastern Time, excluding weekends and holidays. Original PO number must be provided for tracking purposes, part number(s), quantity, serial number(s) when required and reason for return [clear problem descriptions with respect of any allegedly defective Products] in order to obtain a RMA.

2. After receiving a RMA, the Products must be shipped, freight or postage prepaid and insured, to Siemens at the address indicated on the RMA form. Include a return address, contact name, daytime phone number and/or fax number. . The RMA number must be clearly indicated on the outside of the shipping container and a copy of the RMA form must be included inside the package. Parcels without a valid RMA number clearly marked on the outside of shipment will be rejected.

3. Where possible, original equipment shipping container is the preferred method of returning Products. If the original container is not available, industry standard shipping materials may be used, so long as it provides adequate protection against damage during transport.

4. Please retain a copy of your shipping label and the RMA form.



**Third Party Products Disclaimer:**

The non-Siemens Product(s) listed on the MAC Order is not subject to any of the terms and conditions of the Agreement for Products and Services or any other agreement between you and Siemens. Such Product(s) is subject to the terms and conditions of the applicable Agreement between you and the third-party provider of such Product(s). SIEMENS WILL NOT BE LIABLE FOR COMPENSATION, REIMBURSEMENT OR DAMAGES OR ANY KIND, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, ECONOMIC CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), INCIDENTAL OR PUNITIVE DAMAGES WITH REGARD TO ANY SUCH NON-SIEMENS PRODUCT(S). Warranties, if any, are limited to those made by the third-party provider. WITH RESPECT TO THE NON-SIEMENS PRODUCT(S), SIEMENS MAKES NO WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Vendor Coordination Disclaimer:**

SIEMENS IS NOT LIABLE FOR THE PERFORMANCE OF THE VENDOR. YOU UNDERSTAND THAT SIEMENS WILL HAVE NO LIABILITY EITHER TO YOU OR TO ANY THIRD PARTY FOR CLAIMS, SUITS, ACTIONS, COSTS OF ANY KIND, INCLUDING ATTORNEY FEES AND COSTS OF LITIGATION, ARISING DIRECTLY OR INDIRECTLY FROM ANY ACTIONS OR OMISSIONS BY THE VENDOR, ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS UNDER THIS SUPPLEMENT AND PLAN.