

Policy

Warranty and Returns Policy

1 Glossary of Terms

<u>Term</u>	<u>Definition</u>
Customer	For purposes of this Policy a Customer is the party that purchased the Product directly from Siemens.
Credited Returns	Siemens has established three classes of allowable returns pursuant to this Policy (collectively "Credited Returns"): Excess, Shipping Error, and Warranty
Excess Return	For purposes of this Policy an Excess Return is one that the Customer seeks to return to Siemens to reduce the Customer's inventory or because the Customer no longer has a need for the Product.
Shipping Error Returns	For purposes of this Policy a Shipping Error Return is one that the Customer seeks to return to Siemens because the Product was shipped to the Customer as a result of a Siemens' error.
Warranty Returns	For purposes of this Policy a Warranty Return is one that the Customer seeks to return to Siemens pursuant to the Limited Warranty stated in this policy.
FOB	Free on Board (FOB) is the point of ownership transfer for shipped materials.
RA	Return Authorization (RA) is the authorization given by Siemens to return material for consideration under this policy. Authorizations are identified by a Siemens assigned number
VFD	Variable Frequency Drive

1.1 Limited Warranty

Except as stated herein, Siemens warrants the Product purchased from it or its authorized reseller to be free from defects in material and workmanship under normal use during the two year period commencing on the date of manufacture. The date of manufacture is determined from the Product's date code marking. Proof of purchase is required.

Siemens warrants Siemens Variable Frequency Drives ("VFDs") purchased from it or its authorized reseller to be free from defects in material and workmanship under normal use during the 18 month period commencing on the date of shipment. VFDs installed by it or its authorized reseller with a completed and validated Siemens Certified Startup Form are warranted to be free from defects in material and workmanship under normal use during the two year period commencing on date of shipment by Siemens.

Siemens' obligations with respect to software distributed by it under the Siemens name are set forth in the applicable end user license agreement. Siemens has no other obligation to repair or replace software under this Limited Warranty. Any hardware, equipment, software, firmware or products not manufactured by Siemens or not bearing its nameplate ("Other Products") are provided on an "as is" basis. However, the Other Products may include warranties by other manufacturers, suppliers, or publishers, which Siemens shall assign or pass through to the Customer, without recourse to Siemens, to the extent allowable by the other manufacturers, suppliers, or publishers.

During the warranty period, and at Siemens' sole option, Siemens will repair, replace defective parts of the Product, or issue a credit for the original purchase price of the Product. Repaired or replaced Product will be warranted hereunder for the greater of the remaining portion of the original Product warranty period or six months commencing on the date of Siemens ships the repaired or replaced Product. All returned Products replaced under this Limited Warranty will become the property of Siemens. Any claim under this Limited Warranty must be made in writing to Siemens within thirty (30) days after discovery of the claimed defect, unless discovered directly by Siemens. Any claim under this Limited Warranty must include a description of the problem encountered and any pertinent information that will assist Siemens in the replication or resolution of the problem.

This Limited Warranty is transferable during its term to the initial end user of the Product. Any transfer shall not extend or alter the terms of this Limited Warranty.

If the Product should fail and is within its warranty period, please contact Siemens Building Technologies Customer Relations Management at 1-888-593-7876 or rpo.reqreturncenters.us.sbt@siemens.com for information.

This Limited Warranty extends only to Products Purchased from Siemens or it's authorized reseller and does not extend to any Product that has been damaged or rendered defective as a result of (a) modification, repair, alteration, improper installation, or

handling by any person other than Siemens or its authorized representative; (b) unreasonable or improper use or storage, use beyond rated conditions, operation other than per Siemens' or the manufacturer's instructions, or being otherwise subjected to improper maintenance, negligence or accidents including acts of nature such as lightning (c) because of any use of the Product after Customer has, or should have, knowledge of any defect in the Product.

THE EXPRESS WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SIEMENS EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED IN THIS LIMITED WARRANTY. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED TO THE TERMS OF THIS LIMITED WARRANTY.

Siemens' warranty liability shall not exceed the original purchase price of the defective Product. Siemens is not liable for any damages caused by the Product or Other Products or the failure of the Product or Other Products to perform, including any lost profits, lost savings, incidental or consequential damages. Siemens is not responsible for charges resulting from the removal and/or replacement of Product or Other Product. Siemens is not liable for any claims made by third parties or by the Customer for a third party. This limitation applies whether damages are sought, or a claim is made, under this Limited Warranty or as a tort claim, product liability claim, contract claim, or any other claim. This limitation can not be waived by any person. This limitation of liability will be effective even if Siemens or its authorized representative has been advised by the Customer of the possibility of such damages.

1.3 Return Authorization

Product returns will only be accepted if a Return Authorization ("RA") number has been received and is included with the returned Product. Products returned without a proper RA will be returned by Siemens at the Customer's expense.

To request an RA contact Siemens Building Technologies Customer Relations Management at 1-888-593-7876 or rpo.regretreturncenters.us.sbt@siemens.com. Siemens will evaluate the information provided by the requesting Customer and, if it is determined that the Product may be returned for Credited Product evaluation, the Customer will be issued an RA. Issuance of the RA does not mean that the Product has been accepted by Siemens as a Credited Return. Once received, the Product will be evaluated by Siemens to determine the Product's qualification for credit, repair or replacement.

The issuance of an RA shall not be construed as an acceptance of any responsibility or liability on the part of Siemens or as a waiver of any right to determination as to Siemens' responsibility. RA numbers are valid for 60 days (90 days for non-US locations) from the date of issuance and the returned Product must be received by Siemens within the valid term.

Siemens recommends that the Customer ship the returned Product using a carrier that will provide tracking information and proof of delivery and further recommends that appropriate insurance be obtained. Siemens assumes no liability for lost packages or Products damaged during shipment. Returns from non-US locations must meet all U.S. and local country Customs requirements.

Note: *All cylinder assemblies must be secured to a skid and must meet all US DOT requirements for shipping pressure vessels. In the event that an advanced replacement is ordered, the shipping material used for shipping the advanced replacement should be used to ship the returned Product to Siemens. Please refer to **Appendix B** for additional information.*

1.4 Credits

The Customer should not take a deduction from any invoice for Products returned. The appropriate credit to the Customer's account will be provided after receipt and evaluation of the returned Product. All credits are based upon the original invoice less any applicable restocking charges.

A full credit to the Customer's account, including return freight charges, will be provided for Shipping Error Returns. Freight and handling must be prepaid by the Customer for all other returns.

To be eligible for a credit, Excess Returns must be returned in its original packaging, be the current version of the Product, be in saleable condition as new Product, and the request for return must be received by Siemens no later than six months from date of manufacture, or 120 days of the date of original shipment by Siemens, whichever date shall occur last. Returns not meeting the stated criteria will not be accepted and will be returned to the sender at the sender's expense. Unless otherwise agreed by Siemens, in writing, Excess Returns are subject to a 15% restocking charge. Excess Returns must be sent freight pre-paid.

Sinorix™ Products are specifically designed and built to order. Excess Returns **will not** be allowed for Sinorix™ Products. Please refer to the "Terms and Conditions" provided in the Pricing book for Sinorix™.

If Siemens' evaluation of a Warranty Return confirms that warranty service is required, Siemens will, at its sole option, repair, replace defective parts of the Product, or issue a credit for the original purchase price of the Product, Products returned pursuant to the Limited Warranty for which Siemens evaluation does not identify a warranted defect will be scrapped or returned at the request and cost of the Customer.

1.5 Transit Damage

All shipments by Siemens are FOB Buffalo Grove, IL, or Florham Park, NJ, unless otherwise specified. Any claims for loss, damage, or delays in transit are to be transacted by the Customer directly with the carrier. Determination of transit damage is a particular concern for Sinorix™ Products, the Customer must thoroughly inspect the Sinorix™ Products for shipment damage **BEFORE** the Product is accepted and the waybill is signed. Shipment damage claims must be filed with the carrier. Specific

steps have been taken by the factory to help determine if the Product has been compromised during shipment. To aid in the inspection process more information regarding these steps can be found in [Appendix A](#).

Transit damage guide for checking Sinorix™ Product

All recipients of Sinorix™ are to visually inspect the shipment for signs of any damage that occurred during the shipping/transit process to verify that the Product is in good condition, before signing for the receipt of the Product. In an effort to better assist the Customers with the inspection process, a checklist is included on the Product packaging which can be referred to when the Product is received. The checklist addresses:

Physical signs of damage - obvious signs include, but are not limited to: dents, dings, scuffs, etc.

Tilt Watch plus - identifies if the pallet the Product has been shipped on has been tipped 30 degrees or more from its resting vertical position.

Shock Monitor - identifies if the pallet has been dropped 2 feet or more.

Visual indications of damage, evidence of tilt in excess of 30 degrees or impacts which trigger the Shock Monitor, are conditions that indicate the shipment should not be accepted and a claim should be processed with the carrier.

If the shipment is accepted, and the party signing the waybill does not follow the checklist to determine shipping damage there may be little recourse with the carrier if shipment damage is found at a later time. Siemens is not responsible for shipping damages and does not consider shipment damage a valid reason for warranty claims.

If the shipment is not delivered in acceptable condition and is damaged, do NOT accept the Product delivery (do not sign the way bill), but note the problem on the checklist. Two copies of the checklist are provided. Where the shipment is rejected, *both copies must be identically completed* with one copy remaining with the shipment, and the other copy retained by the person filling out the checklist. If possible the receiving party should take photographs of the damage.

Immediately following shipment rejection, the receiver must contact Siemens Building Technologies Customer Relations Management at 1-888-593-7876 or rpo.reqreturncenters.us.sbt@siemens.com to notify Siemens of the shipment damage issue causing the rejection and place a request for a replacement order. You will be requested to forward (fax or scan and e-mail) your copy of the checklist and other documentation detailing the problem with the shipment to the Siemens Return Center.

Please feel free to contact us for an RMA via phone, fax, or email at:

Phone: 800-516-9964

Fax: 908-547-6650

Email: rpo.reqreturncenters.industry@siemens.com

Please provide the following information when requesting a return.

- 1.) Original purchase order number or sales order number used when the material was purchased.
- 2.) Material (part number) being returned
- 3.) Detailed description for the reason material is being returned
- 4.) Quantity being returned
- 5.) An email address and contact name to send the RMA to

Would you like the material returned to you if it's found to be 0% credit? If yes, please provide a collect freight number to ship the material back to you.