

Nuvias RMA Procedure

This RMA procedure supplements the Contract entered into by You (the Customer) and NuVias (the Supplier). Any terms that are not defined herein, shall have the meaning given to them in the Contract.

Upon occasion following Your Purchase Order it may be necessary to request a return of Goods to NuVias, the terms and conditions below will be applicable to all Return Materials Authorization ("RMA").

Once You have requested the RMA, NuVias will review the case and contact You as soon as possible to resolve the issue.

You hereby agree:

- ✓ To supply efficient evidence as reasonably requested by NuVias.
- ✓ The RMA, and corresponding RMA number, needs to be processed and issued in writing by NuVias prior to any shipping back to NuVias.
- ✓ Any return of Goods must be accompanied by the number provided by NuVias. If any Goods are shipped back without this number, NuVias reserves the right to refuse the package and to send this back to You. In this case all additional costs and further liabilities will be at Your expenses.
- ✓ Certain types of Goods aren't eligible for cancellation or return, including but not limited to Goods made to order, Goods that are shipped directly by the manufacturer or when the return of Goods are rejected by the manufacturer.
- ✓ The acceptance by NuVias of the RMA does not guarantee a full refund or a credit line. This will be at NuVias' discretion.
- ✓ Subject to the terms of the Contract, NuVias will not be liable for any additional fees or expenses incurred by the Customer caused by faulty Goods, whether incurred by the installation being further delayed or by the removal of such defective Goods from any systems.
- ✓ NuVias reserves the right to refuse returns or to charge additional fees and expenses if the Goods are not received in the same condition in which You received it. This means that new items must be returned new, unused, complete and unopened. Refunds for returned items that are not received in this condition, may be reduced.
- ✓ If an RMA is rejected by Your failure to follow the procedure above, the RMA rejection costs will be at the Your expenses.

In case of discrepancies between the Contract and the RMA procedure, the RMA procedure shall prevail.

Return eligibility

You can return Goods through our RMA team if Your return meets the eligibility criteria listed below, an RMA will be issued:

✓ Damaged in Transit

Goods 'damaged in transit' are eligible for replacement if Nuvias is notified within forty-eight (48) hours of receipt.

Damaged in transit may be considered if catastrophic damage is demonstrable on the packaging and in which case, the order should ideally be rejected with the courier or accepted and signed for as "damaged". All requests for RMA under this criterion must be supported by photographic evidence. The Customer may be asked to carry on some tests to ensure that the Goods are damaged.

Goods packaging is designed to absorb and protect contents from damage. Shipping wear and tear, including but not limited to shallow puncture, dents and tears, creases and soiled boxes, are NOT deemed as damaged in transit.

Certain products contain sensors that can determine whether the Goods have been damaged in transit, such as tilt or shock sensors, which may be used to review the claim the units Goods are damaged. These may be contained on the exterior or interior of the Goods packaging and You should not open the packaging to check these unless Nuvias has written to you to do so.

Nuvias reserves the right to refuse an RMA for cosmetic damages to packaging caused during transit, or normal wear and tear.

✓ Faulty – Dead/Defect on Arrival

If the Goods required to be returned due to a Goods defect, You are entitled to a replacement with new identical Goods provided You have made Nuvias aware within thirty (30) days after delivery.

The Goods will be tested upon its return and if faults are found by either Nuvias or the manufacturer, an RMA will be issued. If no fault is found, the Goods will be returned, and the RMA will be rejected. All expenses and liabilities for this rejection will be borne by You.

✓ Order Admin Error

If the Goods required to be returned is due to a Nuvias error, including but not limited to wrong hardware shipped, You are entitled to a replacement of the original order. You shall use your best efforts to cooperate in the return of any incorrect items.

If the Goods required to be returned is due to Your admin error, Nuvias will review on a case by case basis, at Nuvias' or at the manufacturer's discretion.

Requests must be made within fourteen (14) days of receipt and Goods must be in original, unopened and not defaced packaging.

✓ Cancellation

Upon occasion You may request an order to be cancelled. However, it may still be shipped if the shipping process is too far advanced at the point of cancellation request. In these circumstances, Nuvias will review on a case by case basis, at Nuvias' or at the manufacturer's discretion.

Requests must be made within fourteen (14) days of receipt and be in original, unopened and not defaced packaging.

✓ Trade Up

In some situations, we appreciate that a Good or a solution designed may have been superseded by new technology or requirements and the "next level" of technology may be required.

Where this is the case and a 'trade up' order has been purchased, Nuvias may consider a return, at Nuvias' sole discretion. Refund may be possible at either Nuvias or the manufacturer's discretion.

Requests must be made within fourteen (14) days of receipt and be in original, unopened and not defaced packaging.

Return costs and methods when an RMA is issued

Subject to meeting the eligibility criteria above Nuvias will issue an RMA number. Any return must be accompanied by its number provided by Nuvias.

Nuvias will endeavour to issue a pre-paid shipping label to accompany the RMA, no later than fourteen (14) days from the day on which Nuvias received written communication of the request. At Nuvias' discretion, Nuvias may charge the Customer for the costs of return shipping or issue the label.

The RMA number and return label will be sent to You and are valid for fourteen (14) days from the date of issuance. Following this, it is Your responsibility to return the Goods as instructed. If You do not ship the Goods within those fourteen (14) days, or fail to communicate to Nuvias in due course, the label and RMA will no longer be valid, and all future costs associated with shipping will be at Your expenses. A courier may be arranged for the collection, if this is arranged three (3) times and the collection is missed, You must return the Goods at Your expense.