

WaveLynx Warranty and RMA Policy
Included in the BPA

Warranties.

5.1 WAVELYNX warrants that the Equipment will be free from defects in materials and workmanship under conditions of normal use for the applicable warranty period set forth in Exhibit C (the “Warranty Period”). Should the Equipment fail to conform to the warranty set forth in this Section 5 during the Warranty Period, then as Business Partner’s sole remedy and WAVELYNX’s sole and exclusive obligation, WAVELYNX will, at its option and expense, repair, modify or replace any such Equipment. Replaced parts for Equipment will, upon removal, become the property of WAVELYNX.

5.2 The warranty set forth in Section 5.1 above does not include damage to Equipment resulting from a cause other than part defect or malfunction, including: (a) improper storage, misuse or unreasonable use; (b) neglect, accident, fire, lightning, power or air conditioning failure, unusual physical or electrical stress caused by forces or elements external to the Equipment, or other hazard; or (c) installation, testing, maintenance, servicing or modification of the Equipment or part thereof by anyone other than WAVELYNX or a WAVELYNX Business Partner trained technician. The warranty in Section 5.1 above shall not apply to any Equipment if the original identification marks (e.g., serial number) have been removed or altered.

5.3 WAVELYNX warrants that all Services performed by WAVELYNX pursuant to this Agreement will be performed in a professional and workmanlike manner, consistent with reasonable and generally accepted professional standards and practices prevailing.

5.4 Business Partner shall make no representation or warranty, written or oral, on WAVELYNX’s behalf, other than representations and warranties expressly authorized by WAVELYNX in writing.

5.6 EXCEPT AS SET FORTH HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, WAVELYNX DOES NOT WARRANT THAT THE PRODUCTS AND/OR SERVICES ARE OR WILL BE ACCURATE, ERROR-FREE OR UNINTERRUPTED OR MEET OR WILL MEET BUSINESS PARTNER’S OR END USER’S REQUIREMENTS. WAVELYNX MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, AND NO IMPLIED WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES, REPRESENTATIONS AND REMEDIES. ALL OTHER WARRANTIES, REPRESENTATIONS, TERMS AND CONDITIONS (STATUTORY, EXPRESS, IMPLIED OR OTHERWISE), INCLUDING WITHOUT LIMITATION WARRANTIES AS TO QUALITY, CONDITION, DESCRIPTION, MERCHANTABILITY OR FITNESS FOR PURPOSE ARE HEREBY EXPRESSLY EXCLUDED.

6. **Cancellation, Change and Return Policy.**

6.1 Standard Product:

6.1.1 Customer may submit changes and cancellations for orders of standard products within Seventy-two hours of WaveLynx's confirmation of the Customer's order. Thereafter order changes for standard products, not yet shipped will be subject to a 10% restocking fee.

6.1.2 Standard Products may be returned for credit, subject to a 20% restocking fee, within one year from the original purchase order date. The product must be new and in undamaged original factory packaging. Credit will not be issued for damaged or used products. Shipping to WaveLynx's Facility will be at the Customer's expense, and the Customer shall retain Title and risk of loss or damage until the package is received at the WaveLynx Facility.

The customer must contact WaveLynx directly and notify them in writing that they wish to return a product. Upon approval, WaveLynx will issue a Return Material Authorization (RMA) number to the customer. Shipments without a valid RMA number will be rejected. Upon receipt of the emailed RMA form, the customer completes the RMA form in its entirety and include a printed copy in the package(s) to be returned.

6.1.3 The packages must be shipped with the RMA form inside and the RMA number clearly marked on the outside of the package. Ship to WaveLynx within thirty days of the issuance of the RMA number. Returns must be sent to: Wavelynx Technologies, If the package is not received within 30 days, WaveLynx reserves the right to refuse the return.

6.1.4 The Customer will be issued a replacement product or credit for the purchase price of the product being returned, less the 20% restocking charge as applicable.

6.1.5 Should replacement product be requested prior to receipt of returned products, WaveLynx will Advance Replace the product upon written request. The customer will need to provide WaveLynx with a valid credit card or Purchase Order, which may be invoiced, before WaveLynx can ship a new product. The credit card will only be charged if the customer does not ship the product to WaveLynx that they are returning. If the customer does not return the product as agreed upon, WaveLynx will charge the credit card for the full amount of the new product.

6.2 Custom Products

6.2.1 Except for valid warranty claims, no order cancellations or returns for custom products are permitted after WaveLynx's order acceptance and acknowledgement. Please note, cards and other credentials are considered custom products.

6.2.2 Order changes for custom products that have been approved and accepted by WaveLynx must be approved in writing, with full description of the change by both WaveLynx and the customer, along with a purchase order by the customer and an order acceptance by WaveLynx. Requested changes to custom orders may be subject to a 20% surcharge, plus any additional fees or costs at WaveLynx's discretion.

6.3 Product Design and Packaging

6.3.1 WaveLynx reserves the right to make modifications to any of the products that does not affect the functionality or form of the product at any time. This will not apply to orders that have been previously accepted by WaveLynx. WaveLynx will package the product in regard to its own practices. WaveLynx has the sole discretion to any packaging changes. The Customer may

request custom packaging, and the customer shall pay or reimburse for any special packaging requested.