



Novilytic, LLC

Returns and Refund Policy

POLICY DESCRIPTION

This policy allows customers and channel partners of Novilytic, LLC to cancel orders and return products under limited circumstances and subject to certain conditions. This policy covers order cancellations and returns for both standard and custom products. The policy also presents the processes, product eligibility criteria, associated return charges, and credit releases.

ORDER CANCELLATION

A. Standard Products

- (1.) Novilytic Direct Customers utilizing Novilytic Terms of Sale
 - a. This section includes those with valid purchase agreements in place.
 - b. Customer may cancel orders for products prior to delivery for any reason.
 - i. If Novilytic receives notice of cancellation prior to shipment by Novilytic, there will be no charges or fees assessed.
 - ii. If Novilytic receives notice of cancellation during or after shipment but prior to delivery to the customer, Novilytic will charge up to 15% of the net purchase price of the product as a return/restocking fee.
- (2.) Novilytic authorized Channel Partners
 - a. Partner may cancel orders for products for any reason if Novilytic receives a notice of cancellation prior to shipment,
 - b. However Novilytic will charge up to 15% of the net purchase price of the product as a cancellation fee.
- (3.) Any cancellation notice received during or after shipment shall be treated as a product return. Novilytic will charge up to 15% of the net purchase price of the product as a cancellation/restocking fee for all such cancellations and product returns.

B. Custom Products

- (1.) Unless specified in an existing contract, orders for custom products (i.e., products *designed, manufactured or configured to meet specific customer requirements*) may not be cancelled without Novilytic approval.
- (2.) Cancellation approvals shall be subject to up to 15% cancellation fees as in clause A. above.





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PRODUCT RETURNS

A. General Guidelines

- (1.) Novilytic will replace, without cost, any product that fails to perform satisfactorily, if notified within ninety (90) days of receipt of the product.
- (2.) During this period, Novilytic will, at its' discretion, either repair or replace the claimed defective product or credit the price of the product to the customer (minus any shipping charges).
- (3.) Products with shelf life dates less than ninety (90) days are warranted to the limit of their shelf life.
- (4.) Any product returned, must have a Return Authorization Number granted by the Novilytic Technical (Customer) Service Department.
- (5.) Some products may be requested to be returned for evaluation before a final disposition (repair, replace, credit, declined) is decided.

B. Approval Processes

The requirements for product return are as follows:

- (1.) The product is eligible for return under section (B) below.
- (2.) The customer makes the request for return within 60 days of the applicable product's shipment date.
- (3.) The request is not a claim that the product is defective (product defect claims are not covered by this policy, but rather by the warranty terms in the applicable customer contract or the Novilytic Warranty Policy).
- (4.) Upon approval for a product return, Novilytic will issue a "return authorization number" to the customer, which may be used at any time within the next 60 days to return the product to Novilytic.

B. Product Eligibility

Products are eligible for return to Novilytic as follows:

- (1.) When the product has been ordered by the customer in error, the following types of products are NOT eligible for return
 - Custom products (i.e, products designed, manufactured or configured to meet specific customer requirements);
 - Repair parts that are flagged by Novilytic as non-returnable;
 - Products with shelf life
 - Dangerous or Hazardous Materials
 - Opened/Used Products
 - Obsolete Products





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- Cool or Cold Shipments
- (2.) When there is an Novilytic error associated with the product, including the following
- the Customer receives a product different from the product ordered;
 - the Customer receives a product damaged in transit; or
 - the customer receives a “DOA” (dead on arrival) product
- (3.) Any product that is identified as eligible for return by Novilytic.

C. Product Return Charges

- (1.) For returns based on customer error, Novilytic may at its discretion charge 15% of the net purchase price of the product as a return/restocking fee. If a return fee is charged, it may be deducted from the return credit to the customer.
- (2.) For returns based on customer error where the customer has operated the product, Novilytic may at its discretion charge an additional fee for the refurbishment of the product. If a refurbishment fee is charged, it may be deducted from the return credit to the customer.
- (3.) For returns based on customer error, the customer will pay return freight charges to the Novilytic specified location.
- (4.) For returns based on Novilytic error, Novilytic will pay return freight charges and the customer will not be charged any return/restocking or refurbishment fees.

E. Release of Credit

Credit memoranda over US\$500 (or the local currency equivalent) will not be issued to the customer until the product has been physically received by Novilytic. In its discretion Novilytic may provide credit memorandums under \$500 to the customer prior to product receipt.

Credit memorandums are calculated as follows: the original invoice amount less any of the charges listed in Section (C) above.

Post-invoice price changes to the subject product, both decreases and increases, will not affect the credit calculation.

Credit memorandums will be issued to customers within 15 working days from the date the subject product has been physically received by Novilytic.

PRECEDENCE

In the event and to the extent of a conflict between the terms of any customer contract and the terms of this policy, the terms of the customer contract will take precedence.

