

A. General Returns

The CDW entity fulfilling the order ("Seller") offers a 30-calendar day return policy on most Products sold in the US and Canada, and, due to differences in local end-supplier requirements, ten (10) calendar days in the UK and the rest of the world, measured from date of invoice (each a "Return Period"). Original Equipment Manufacturer ("Manufacturer") restrictions apply. As a result of international trade requirements, additional restrictions on returns may apply or additional customs documentation may be required to enable the compliant return of goods to CDW (e.g. goods subject to export control regulations). Further details can be provided upon request.

B. Returns and Return Restrictions

All Customer returns require written authorization as specified below and are at Seller's discretion. Customer should contact Seller for authorization and assistance with any return. Products that do not function in accordance with their applicable Manufacturer specifications can be returned to Seller (or a location designated by Seller) within the Return Period and, at Seller's option, a credit, replacement, or exchange will be made. Products that are damaged (or whose packaging is damaged) during delivery may also be returned as specified in section "C" below.

No returns to Seller will be accepted without a Seller-approved RMA (Return Merchandise Authorization) number. Customer may obtain an RMA number by providing the following information to Seller: Customer name, invoice number, Product serial number, and details of Customer's issue with the Product / reason for return (and Manufacturer tech support case # where required by Seller). Products must be returned to Seller within five (5) calendar days of RMA receipt. If a Product is returned without a valid RMA, or more than 5 days after the RMA request, it will be refused and no credit, replacement or exchange will be issued.

Seller may refuse to accept the return of any Product where it determines (acting reasonably) that the Product was not defective, and return the Product to Customer, at Customer's cost. Products authorized for return to Seller that are determined not to have been defective but are accepted for return will be subject to a minimum restocking fee, equal to the greater of \$25 (or local currency equivalent as determined by the Seller for countries outside of the US) or 25% of the originally billed amount for the returned Products. This will be deducted from any credit issued or, if credit is not issued, invoiced to Customer. Manufacturer warranties are unaffected by this return policy. Outside of the Return Period, Customers should contact Manufacturers directly with respect to any returns.

Notwithstanding the above, certain Products cannot be returned to Seller for any reason, unless otherwise authorized in accordance with this paragraph. Products that are specially ordered, staged or configured to Customer specifications (i.e. custom or bespoke orders) are not returnable, cancellable or eligible for credit, replacement or exchange, unless otherwise agreed within the order documentation. If Seller nonetheless accepted the returns, no credit of the original delivery, installation and configuration charges for such Products will be issued, and a charge for de-configuration will be made where applicable. Virtual items, such as software, licensing, warranties, and electronic deliveries, are considered non-returnable. Solely where authorized by the applicable Manufacturer, exceptions for virtual items may be accepted within 30 days of Customer invoice date, provided the Product was not activated or used in any way. Customer should contact Seller for assistance and authorization.

C. Customer Responsibilities for Returns

Customer shall inspect Products promptly upon delivery. All Products MUST be returned in the original packaging and MUST contain all delivered components, including packing materials, cables, blank warranty cards, manuals and accessories. Returned Products should be unopened (unless the damage or defect in the Products was not apparent until the packaging was opened), unused and without any writing on the boxes. Seller, in its sole discretion, reserves the right to refuse the return of open, incomplete or used Products or to accept the return and charge a restocking fee in accordance with section "B" above. Unless authorized by Seller, Customer is responsible for the cost of shipping returned Products, with the exception of defective or damaged Products. Customer will also be responsible for cost of return of unauthorized Products returned without an RMA number. Seller is responsible for the cost of shipping replacements or exchanges of returned Products and will use reasonable efforts to match the original shipping method.

D. Merchandise Damaged or Lost in Transit; Inspection

Damaged Packaging. If an un-opened box or the outer packaging arrives at Customer's location damaged, Customer must: (i) note the damage on the carrier's delivery record so that Seller may file a claim; (ii) retain, as is, the merchandise AND the original box and packaging it arrived in; and (iii) within two (2) calendar days notify Seller to arrange for carrier's inspection and pickup of the damaged merchandise.

<u>Over, Short or Damaged Products</u>. Customer must promptly open the outer packaging and inspect the Products for any OSD (over, short, or damaged items), verify that the correct items were sent, and where applicable, verify Manufacturer's part number and/or serial number. If there are discrepancies, Customer must annotate these on the courier's documentation and contact the Seller within (2) two calendar days of receipt, otherwise Customer will be deemed to have accepted the merchandise as-is and will be liable for the cost of OSD Product. Manufacturer warranties and restrictions will apply to these Products. Where Products arrive damaged, subject to the courier's documentation being annotated to reflect the damage and RMA approval by Seller (such approval not to be unreasonably withheld), Products will be replaced, exchanged or credited at Seller's option. If Customer does not receive its shipment, Customer must notify Seller within ten (10) calendar days of the expected delivery date and submit a lost claim, failing which Seller shall have no obligation or liability in respect of such lost Products.

E. Storage (outside of US and Canada)

If, in an accepted order, Customer indicates that it requires Seller to hold the Products, this will be subject to Customer's binding acceptance of Seller's stockholding or other storage agreement, which shall be provided to Customer upon request.