

## PROMETHEAN HARDWARE PRODUCTS RETURNS POLICY AND PROCESS

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This document sets out the policy of Promethean Inc, Promethean Limited and all companies in the Promethean Group of Companies as defined herein (“Promethean”) in relation to all Promethean branded hardware products.

Promethean’s terms and conditions of sale do not allow for returns of products other than as set out in this policy. Whilst Promethean may allow returns, all returns are solely at Promethean’s discretion and a return may be refused at any time and for any reason.

For the purpose of this policy these terms are defined as follows:-

“**Delivery**” means delivery to the ‘ship-to’ address stated in the Order;

“**Group Company**” means any company with whom Promethean Inc. or Promethean Limited shares a parent, affiliate, subsidiary, or holding company and any holding company of Promethean or any parent undertaking of any holding company of Promethean from time to time.

“**Order**” means an Order from time to time issued by Promethean to the Customer in relation to any Products;

“**Customer**” means the person or entity named on the ‘ship-to’ address in the Order;

“**Products**” means Promethean branded hardware products sold and/or manufactured by Promethean from time to time;

“**Credit Note**” means a credit note issued by Promethean in relation to a specific Order;

“**RMA Form**” means Promethean’s Returns Material Authorization form;

### **A. AT THE TIME OF DELIVERY**

At the time of Delivery of the Products which is the subject of an Order, the Customer must make note on the carrier delivery note and notify Promethean in writing via the relevant email address set out in Section E of this Policy in the event that there is:-

- Any apparent damage to a Product(s) or its packaging; and
- Any deficiency in the quantity of Product(s) delivered; and
- Any inaccuracy in relation to the nature of Product(s) delivered (together being “a Product Issue”).

It is recommended that the Customer:

- Take photographs and provide all evidence to Promethean at the time of notification of any Product Issues.

### **B. POST DELIVERY**

If a Product / Order Issue is detected after the Customer accepts the delivered Products, but has not made a note on the carrier’s delivery note, the Customer must notify Promethean in writing within 3 (three) business days after the date of Delivery of any Product/ Order.

Notification to Promethean must be made to the relevant email address set out in section E of this policy.

The Customer is recommended to:

- Take photographs and provide all evidence to Promethean at the time of notification of any Product Issues.

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### C. Exclusions

The following matters are outside the scope of this policy:-

- If the Products which are the subject of an Order are Delivered with a clean delivery note to the 'Ship-to' Address set out in the Order but are then moved to another address then Promethean will not be liable for any damage in transit;
- Damage caused whilst the Products are in transit, where Promethean is not responsible for the carriage of any Products;
- Damage to Products caused by the installation of the Products;
- Damage to Products caused by the misuse or mishandling of the Products by or on behalf of the Customer;
- Deliberate or negligent damage caused to Products other than such damage caused by Promethean.
- Damage caused by a modification or alteration to any Products.
- Damage or malfunctioning of any Product post installation. In this case, please consult Promethean's Warranty Policy.

### D. Ordering Errors

Subject to compliance with the below process and the payment of the relevant additional costs and fees described herein, a Customer may return Products that it has ordered in error.

- The Customer may be charged a Restocking Fee of 5% of the Ex Works (EXW) value of goods for any unopened Products in original condition.
- The Customer may be charged an Inspection and Repacking Fee of 20% of the EXW value of goods for any open box items or items not in their original condition.
- Additional fees may be charged for any Product which is in the opinion of Promethean not in a saleable condition (e.g. damaged or had missing items from the open box).
- The Customer is responsible for all transportation costs associated with such returns.

### E. Customer Returns Process

Any Product Issues must be notified to Promethean in writing to the following applicable email addresses within 3 (three) business days after the date of Delivery, while any ordering errors made by a Customer must be notified to Promethean within 30 days of the date of Delivery:-

- The Promethean International Accounts Manager for all Customers with 'Ship-to' addresses outside of Canada, the United States, Mexico and the Caribbean using the following email address: [sopteamuk@prometheanworld.com](mailto:sopteamuk@prometheanworld.com) and
- The Returns Coordinator within the Promethean Inc. RMA Department for all Customers with a 'Ship-to' Address in Canada, the United States, Mexico and the Caribbean using the following email address: [us.returns@prometheanworld.com](mailto:us.returns@prometheanworld.com)

After receipt of such notification and if a claim is approved, Promethean will issue an authorized RMA Form.

In the event that additional charges, as described in section D, have been incurred as a result of this return, a copy of the RMA form will be forwarded to the Customer for final approval, before the return sales order process is completed.

Products returned with unauthorized markings and/or stickers or without an authorized RMA form will not be accepted. In these circumstances the Customer will be notified by Promethean and may be required to make arrangements for the Product to be collected from the relevant Promethean premises at their own expense. If any rejected Product is not collected within 15 (fifteen) business days of the date of notification of rejection by Promethean, Promethean will apply storage charges and may invoice the Customer for the return and/or destruction of the Product in its discretion.

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If the incoterms of the Order to which the Products relate are Ex Works then the Customer will arrange and pay for the return of all the Products. Where Promethean has arranged for the delivery of the Products which are the subject of the Order e.g. where incoterms CPT applies, then Promethean will collect and pay for the return of the Products subject to the Products being properly boxed, packaged and labelled.

Once the RMA is approved and where the Customer is responsible for the return of the Products, the Customer has thirty (30) days within which to arrange for and actually return the Products to Promethean. If the Products are not returned to Promethean within this period then Promethean may revoke the RMA.

All Products will be returned to the address stated on the RMA Form.

After receipt and inspection of any authorised returned Products in accordance with this document and the relevant RMA form signed by the party that is set forth on the order,, Promethean may then issue a credit note in relation to any returned Products. Any costs or charges referenced in part D of this document (or other costs incurred by Promethean in returning the Products) will be offset against and deducted from the amount of the credit note.

### **F. Contract Terms**

Nothing set out in this policy will affect any rights to which a Customer may be entitled as a matter of law with respect to the sale or supply of any Products. Similarly, Promethean will seek to honour Promethean's own contractual commitments made separately to a Customer in relation to any Products which materially differ from the terms of this Policy.

### **G. Warranty Policy**

In the event of any issues with the performance of any Products after installation or which are reported more than 3 (three) business days after the date of Delivery then please refer to Promethean's Standard Warranty Policy.