

# **ITC Return Policy**

### 1. General

No products may be returned to ITC without ITC's prior approval in writing. In case a return is approved, the Customer will receive a Return Authorization Number (RMA) in writing from ITC, and such number must be clearly stated on all documents accompanying the returned products, as well as in all correspondence regarding the return.

Approved returns shall not be received by ITC without a valid Return Authorization Number. Issuing an RMA number does not constitute an engagement on the part of ITC to accepting the returned products at the original selling price, or at any other price.

Returns to ITC may be accepted in the following cases:

- Return of products claimed defective (under warranty or not)
- Return of products shipped by ITC in error (Ex.: error in quantity, wrong product, wrong label...)
- Error or change made by the Customer (ordered the wrong product, or the wrong quantity)
- Stock rotation (only for Authorized Stocking Distributors "DA")
- Customer going out of business and closing the account with ITC

In all cases, no returns will be approved on products purchased before 13 months from the request of return.

#### RMA request

The Customer's request must be IN WRITING, by e-mail, providing the following information for each item to be returned:

- ITC Part No.
- Quantity
- Original Customer P.O. number
- ITC invoice No.
- Reason for return

Upon receiving the request above, within 2 working days from the moment the Customer's request has been made, ITC issues a "RETURN MATERIAL AUTHORIZATION (RMA)". The RMA form includes a summary of ITC's return policy.

The RMA has 30 days validity: if ITC has not received the products within 30 days from the day the RMA has been issued, ITC assumes that he has forfeited his request and the RMA is cancelled at ITC. Exceptionally, upon request by the Customer, ITC may issue a new RMA with a new 30 days validity.

ITC pays the freight back (ship collect to ITC) from the Customer's premises only if it has already been ascertained by ITC that an error in shipment has been made by ITC. ITC shall not reimburse cost of any transportation made without ITC's authorization, or using a carrier different from the one indicated by ITC. In all other cases, Customer pays for shipment.

ITC reserves the right to authorize (in writing) the Customer to destroy the wrong product, or to deliver it to an ITC Sales Representative at the first opportunity.

## Non-returnable Products

The following products are non-returnable:

- Specially procured products, products not appearing on ITC's current catalogs, price lists
- Products cut or modified by ITC
- Private labelled products
- Products identified as "NCNR" on quotes, packing slips or invoices by ITC
- Clearance products

Additionally, with the exception of products claimed defective (under warranty or not), ITC shall not accept products which show sign of use, have been relabeled, repacked, or in quantities less than the minimum saleable package as per ITC's catalogs and price lists.

Returned products are inspected by ITC. Inspection involves verification that the characteristics and the quantity of returned products corresponds to the RMA, that the products are clean, not used, not damaged, or otherwise made not resaleable.

In the case of products claimed defective (under warranty or not): inspection will involve technical examination of the possible defect which has been claimed, in view of acceptance of such claim.



## Return of Products Claimed Defective (Under Warranty or Not)

ITC performs an inspection and relative tests within 7 working days from the date the product has been received. An Inspection is prepared, signed and sent to the Customer.

Based on the results of the inspection, if the Customer's claim is valid, ITC will have the sole authority to decide among these solutions:

- Repair and return the product to the Customer
- Replace the product to the Customer
- Issue a credit equal to the purchase price of the product

Should a product be submitted to ITC under a defect claim, either after the warranty has expired, or when the defect has been identified as non-covered by the warranty terms, and the Customer still require repair or replacement, ITC shall submit a quote for such repair or replacement, and perform the same if accepted. In this case, all discarded parts will be returned to the Customer.

### Change Made by the Customer

Customers may request to return a product after purchasing it, because of a change in his requirements, error, etc., provided the following conditions are met:

- Non-returnable products are not accepted under this clause
- Request for return must be made in writing within 30 days from the date of the respective invoice and the actual return of the products within 30 days from the date of the RMA.

The returned product(s) are inspected by ITC for re-saleability. If the product(s) are accepted for return, the Customer receives a credit towards purchases within the next 90 days. If no purchases occur within 90 days from issuance of the credit, ITC shall charge 20% of the value of the product as restocking fee, and issue a credit for the balance. If the product(s) are not accepted by ITC for re-sale, they are returned "as is" to the Customer, at his expenses, or destroyed if authorized.

#### Stock Rotation

A stocking distributor may request to exchange a certain quantity of unsold products against other ones. The conditions for acceptance by ITC of stock rotation are:

- Only Stocking Distributors (DA) can request a rotation
- Maximum 2 rotations per calendar year
- Products must not have been purchased before 13 months from the request of rotation
- Value (\$) of products returned must not be higher than 20% of the purchases made by the Distributor during the previous 13
- Non-returnable products are not accepted for stock rotation
- Products returned are submitted to inspection for re-saleability

If the products are accepted for return under the Stock Rotation clause, the Distributor receives a credit. Distributor must place a new restocking order of an amount equal or higher than the amount of the products accepted for return, within 7 days after ITC's confirmation of such acceptance. Previously placed orders, even of same or higher value, are not accepted. If the conditions above are not met, products eventually accepted by ITC are credited with 20% restocking charge. Should only part of the returned products be acceptable, these will qualify for the rotation. Product not accepted by ITC are returned "as is" to the Customer, at his expenses, or destroyed if authorized.

## 7. Partial returns / Specially Quoted Products

Partial returns of products offered at bulk prices or under special quotes (except for defective products under warranty), when such returns may reduce the total quantities purchased to amounts below those stipulated, are subject to payment by the Customer of the difference between the normal applicable prices and the special prices for the products.

## Return Shipment to the Customer

Once the RMA has been processed, in case this involves shipment back to the Customer, shipment will be paid by ITC only in the following cases:

Products claimed defective repaired or replaced

www.itcproducts.com

Error by ITC

EM-1899-1 Printed in Canada: 24-05

