



## Standard Returns and Claims Policy Heat Transfer Products Revised, April 19, 2015

### **Discrepancy Claims**

Customers must inspect product deliveries immediately upon receipt and note any discrepancies on the delivery receipt. All claims for errors, deductions or shortages must be made within five business days after receipt of goods. No credit will be allowed for discrepancy claims without Thermal Solutions Manufacturing Inc. (TSM) permission. Customers must notify their Customer Service Representative of any discrepancy and forward a copy of the notated delivery receipt. In addition, if transit damage is noticed upon delivery, customer must record the damage on the delivery receipt in the presence of the driver. The customer must then immediately contact the carrier to request an inspection and to initiate a freight claim.

### **Returns**

All returns, including stock adjustments, warranty returns require an RGA (Return Goods Authorization) prior to shipment. An RGA may be requested by calling your TSM servicing branch. Any products received without a valid RGA may be refused and returned freight collect. Returns requested that exceed 1 yr. of original first purchase are not eligible

**RGA'S are valid for 30 days and automatically expire if product is not returned in this time period. Credits will be applied to customer statements by TSM and customers are not allowed to take deductions for returns or discrepancies before TSM has had an opportunity to review and process returns. TSM does reserve the right to request a receipt showing the original purchase of the subject defective unit before credit will be issued.**

All returns must be shipped to the address on the RGA and all credits for returns will be valued at the price in effect at the time of the original TSM sale transaction. Credit will be issued based on customer's current terms. If the customer is past due, all credits will be applied to the account.

### **Freight / Title Transfer for Stock Adjustments & New Product Returns**

These return types must be shipped freight "Prepaid" via TSM specified freight carrier. Contact TSM Corporate Logistics for specific freight details regarding shipments from Alaska, Canada, Hawaii, and Puerto Rico.



### **Stock Adjustments**

Customers are allowed to return up to 5% of the previous calendar year's net purchases as a 'stock adjustment'. TSM allows 'one stock adjustment per year, per customer' and all stock adjustments require a **\$2: \$1 offsetting order**. RGA requests and offsetting orders must be submitted to your servicing TSM branch.

- RGAs will not be approved without an entered and approved off-setting order
- RGAs will not be approved between November 30<sup>st</sup> and December 31<sup>st</sup>
- RGAs will not be approved if customer's A/R is past due

Stock Adjustment returns are subject to inspection by the Thermal Solutions returns department. If product's packaging is found to be in un-saleable condition, the customer will be subject to an additional 15% re-boxing fee. TSM reserves the right either bill the customer for the fees or deduct them from the subject Credit memo.

### **New Product Returns/Return of Special Orders**

Customers are allowed to return normally stocked products within 30 days from date of purchase. *Special order cores*, or other special order products are not eligible for return. An RGA is required to make a new product return. The customer will be charged a restocking fee of 15% per item for all new product returns. TSM reserves the right to either bill the customer for the fees or deduct them from the subject Credit memo. For C.O.D. accounts all charged fees will be deducted from the Credit Memo. New Product Returns and Stock Adjustments, TSM Policy states that no credit will be given for;

- Items in non-saleable condition
- Items with missing components
- Bagged items which have been opened
- Items not supplied by TSM
- Damaged items

In the event a customer returns non-TSM product, the customer must pay returned freight, shipping charges already incurred by TSM and a \$15.00 handling fee per unit.



## **Warranty Returns**

All warranty returns will be shipped freight collect to a designated location via the freight carrier assigned by the TSM servicing branch. Products must be returned in a TSM box or in a box that has a TSM label resulting from a changeover. TSM will generate a new billing invoice for the replacement part(s). Upon satisfactory inspection of the returned item, TSM will issue a full credit.

Warranties cover products only. TSM will not cover coolant, labor, associated catastrophic parts failures or other related installation costs. Warranties are extended to and enforceable by the first retail purchaser only with proof of purchase.

The inspection of warranty returns will take place within 30 business days from receipt of goods. Credit for an approved warranty return will be issued following the inspection process. If a warranty return is denied, the customer will be notified and the customer will have 30 days to challenge the warranty denial. During this time, the customer must determine the desired disposition method for the denied warranties and inform TSM. TSM will 'hold denied warranty product' for the same 30 day period and dispose of these products unless the customer challenges the denial. If the customer specifies no disposal method within the 30 day period, products will be disposed the sole discretion of TSM and the customer will be responsible for any costs incurred for the disposal denied warranties.

The right to a warranty return is based on a continuing 'product-line specific' business relationship with TSM. TSM liability for warranty credit will end with termination of this relationship. TSM reserves the right to terminate the relationship at any time and for any reason at TSM's sole discretion.