

## **GARDANT Returns and Refund Policy**

### **Return/Refund Policy**

Welcome to **GARDANT TECHNOLOGIES, GARDANT GLOBAL**, ("us," "we," "our," "GARDANT" or "Distributor"), a Web site focused on the sale of technology, healthcare and informational products ("Products") to businesses and other entities via the Internet. In order to help make our site ("Web site") a trustworthy and safe place to buy goods, all users ("you", "your" or "Subscriber") of our service are required to accept and comply with our **Web Site Use Agreement**, which includes acceptance of, and compliance with, all of the terms and conditions provided herein, as amended from time to time.

This Web site provides an Internet-based venue for the sale and purchase of Products distributed by GARDANT and / or manufactured by GARDANT, and other leading manufacturers and suppliers (our "Suppliers"). This Web Site Use Agreement explains the contractual agreement between you and us regarding your use of our Web site, as well as the terms and conditions applicable to your purchase of Products on our Web site (collectively, the "Terms of Use"). If you have any questions regarding GARDANT 's Return/Refund Policy, please contact us at **1-954-725-7544**.

Your use of the Web site signifies your legal and binding agreement to all the terms and conditions set forth in our Web Site Use Agreement, in any privacy policy, as well as any other agreement related to your use of this Web site including, but not limited to, any terms and conditions of purchase.

GARDANT can be contacted by mail at 433 Plaza Real, Suite 275, Boca Raton FL 33432.

Terms of our **Return/Refund Policy** are outlined below and apply to this website. Our Web site also includes separate sections outlining our **Shipping Policy** and our **Privacy Policy**.

### **Return/Refund Policy**

#### **Incomplete Transactions and Cancellations of Orders.**

1. **Termination Prior to Shipment.** Subscriber may cancel an order prior to pickup by Designated Shipper at Supplier's shipping point. In such case, no payment will be due Distributor.
2. **Termination Subsequent to Shipment and Prior to Acceptance.** Subsequent to pickup by the Designated Shipper, but prior to Acceptance of Products, as provided above, Subscriber may cancel an Order by contacting Distributor within the five (5) day Acceptance Period provided above. Distributor will provide Subscriber with disposition instructions, and may charge the Subscriber for shipping expenses and restocking fees.

#### **Product Returns.**

All returns, replacements, technical services and support shall be handled by Distributor's customer service organization as follows: Products described below may be returned to Distributor within 10 days for replacement or adjustment. To assure prompt handling, Subscriber must obtain a Return Goods Authorization Number ("RGA Number") from Distributor and reference this number on return shipping documents. Returns made without the RGA Number

will be returned to Subscriber, freight collect. Distributor reserves the right to reverse any credit issued to Subscriber: (i) for any Product not returned after authorization and requested by Distributor; or, (ii) if, upon return, such Product is determined by Distributor not to be defective. Distributor will grant full credit for: (i) Products not supplied in accordance with Subscriber's orders; and, (ii) Products which are defective at the time of receipt by the Subscriber. Distributor will grant partial credit for Products ordered in error, with the exceptions noted below. Product returns for Products ordered in error are subject to a 15% restocking charge plus any applicable charges for necessary inspection, reworking or refurbishing, or for items not normally cataloged by Distributor. Hazardous materials authorized for return must be packed, labeled and shipped in accordance with DOT regulations governing transportation of hazardous materials and any other applicable requirements. Distributor will not grant credit for: (i) Products which have been discontinued; (ii) Products which are personalized or customized; (iii) Non-Distributor line products supplied to Subscriber as an accommodation, including, without limitation, third party purchases; (iv) Products that have been shipped outside the United States; and (ix) certain electronic device products.

### **Product Warranty and Disclaimer.**

Orders placed for Products on this Web site are subject only to the relevant manufacturer's standard commercial warranty terms in effect at the time of Order placement by Subscriber, which warranty terms shall be made available to Subscriber to the fullest extent possible through Distributor. We warrant only that the Products delivered shall conform substantially with the description of such Products as provided on our Web site. THIS WARRANTY IS EXCLUSIVE AND WE MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Your exclusive remedy against Distributor and any Supplier with respect to Products proved to our satisfaction to be defective or nonconforming shall be the replacement of such Product without charge or refund of the purchase price, upon the return of such Product in accordance with our instructions prior to Acceptance. IN NO EVENT SHALL DISTRIBUTOR, DISTRIBUTOR'S SUBSIDIARIES OR AFFILIATES, OR ANY SUPPLIER BE LIABLE UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS), EVEN IF WE OR ANY OF OUR SUBSIDIARIES, AFFILIATES OR SUPPLIERS HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IF WE DELIVER CUSTOM GOODS FOR YOU BASED ON INSTRUCTIONS, SPECIFICATIONS, OR OTHER DIRECTIONS YOU PROVIDE TO US, DISTRIBUTOR, OUR SUBSIDIARIES, AFFILIATES AND SUPPLIERS SHALL NOT BE LIABLE FOR THE LACK OF SUFFICIENCY, FITNESS FOR A PARTICULAR PURPOSE OR QUALITY OF THE GOODS TO THE EXTENT ATTRIBUTABLE TO SUCH INSTRUCTIONS, SPECIFICATIONS, OR OTHER DIRECTIONS.

### **Other Restrictions.**

This policy is subject to change without notice by GARDANT. This policy is further subject to modification or revision as GARDANT Scientific may deem appropriate or necessary to comply

with applicable federal, state, local and international laws, rules and regulations, and any other applicable regulatory agency guidelines and restrictions.