



TVH NEW ZEALAND LTD

GENERAL GUIDELINES ON PRODUCT RETURNS

GENERAL GUIDELINES ON PRODUCT RETURNS: COMPLAINTS, TAKE BACK OF PRODUCTS, SERVICE EXCHANGE PARTS

A customer ("Buyer") may wish to ship a certain Product back to TVH ("Return") for various reasons:

- Buyer may have a complaint about a Product or Service ("Complaint"); or
- Buyer may like TVH to take back a Product for reasons unrelated to TVH ("Take Back"); or
- Buyer may have purchased a Service Exchange Part and wish to return of his own defective one ("Service Exchange Part").

The present General Guidelines on Product Returns determine the manner in which all companies of the TVH Group handle Product Returns. Buyers therefore must follow these Guidelines in order to validly communicate with TVH about their Returns.

TVH will handle all Returns in accordance with the General Terms and Conditions of Sale as well as the Particular Requirements on Product Return of the TVH affiliate from which the Buyer purchased the Product concerned at <http://www.tvh.com/avv>.¹

I. GENERAL INSTRUCTIONS

In order to simplify handling of all Returns as much as possible, TVH kindly asks the Buyer to respect the following general instructions:

a) Return Application Form (in case of Complaint or Take Back)

If Buyer wishes to communicate a Complaint or apply for Take Back, he must do so through one of the following channels:

- on-line, through the complaint program in TVH Quick Source, or
- in writing (e-mail, fax or letter) using the Return Application Form. Buyer can download the Form from TVH Quick Source and the TVH website (www.tvh.com), or request it through info@tvh.com.

Buyer must clearly state the reasons for his application.

b) Return Authorization Document (Complaint, Take Back or Service Exchange)

TVH will respond to Return Applications within the shortest possible time. TVH will always strive to make an adequate proposal and provide guidelines for the further processing of Buyer's application. If TVH accepts that Buyer returns a Product, TVH will send a Return Authorization Document, including a Return Number, to Buyer.

In case Buyer placed an order for a Service Exchange Part, TVH will automatically send the Return Authorization Document, including a Return Number, to the Buyer, together with the order confirmation.

A Return Authorization Document is valid for the term stated therein. If Buyer returns the Product to TVH after expiration of the validity term, TVH may, at its own discretion, charge a Handling Cost and reject Buyer's request for a Return

¹TVH - Group Thermote & Vanhalst consists of the companies identified in this link: www.tvh.com/branches-worldwide

When technical review of a returned Product by TVH shows that defects in or damage to the returned Product :

- do not appear on the list of defects reported by the Buyer on the Return Request Form, or
- follow from incorrect use, as described in art. 9.5 of TVH's general terms & conditions of sale, or
- follow from damage during return transport to TVH,

TVH cannot be held liable for such defects or damage. TVH may, at its own discretion, charge a Handling Cost and may reject Buyer's request for a Return.

II. SPECIFIC INSTRUCTIONS

In addition, Buyer must bear the following specific instructions in mind:

a) Complaints

- the Buyer may lodge a Complaint in case TVH's delivery was not in conformity with Buyer's order, or in case a Product appears to be defective;
- the Buyer should bear in mind the following time constraints. Complaints relating to transport damage must be mentioned on the consignment note and must be reported to TVH within twelve (12) hours after delivery of the Product. Complaints relating to visible damage to the Product (other than transport damage) or complaints relating to a delivery that is not in conformity with Buyer's order must be reported to TVH within 48 hours after delivery. Any other complaint must be reported to TVH no later than fourteen (14) days after delivery of the Product, unless specified otherwise on the corresponding Product invoice.

b) Take Back applications

- the Buyer may apply for Take Back in case TVH's delivery was in conformity with Buyer's order, but Buyer wishes to sell the Product back to TVH at its original net invoiced value. TVH will only accept to take back Products in their original and unopened packaging;
- TVH will not accept Take Back of Products which have been assembled; Products without packaging, seals or control labels; Products which were ordered or designed especially for Buyer; Products which were reconditioned by TVH; Products which are marked as "non-cancellable and non-returnable" on TVH's sales document; or Products which have a low sales value per unit (see: Particular Requirements on Product Return);
- in case TVH accepts Buyer's application for Take Back of a Product, such Take Back will be subject to an administrative surcharge (see: Particular Requirements on Product Return);
- the transport back to TVH will be organized by TVH at the risk and expense of the Buyer, unless otherwise agreed upon in writing. TVH will deduct the transport costs from its credit note to Buyer.

c) Service Exchange Parts

- where Buyer placed an order for a Service Exchange Part ("SEP"), TVH will supply a used part that has been repaired, charge a service and repair cost for that part and expect Buyer to return his own, defective part to TVH;
- the Buyer must ship back its own defective part within fourteen (14) days, and it must still be in repairable condition, i.e., vital parts must not be missing, irreparable, burnt or cracked or irreparably damaged otherwise). If the Buyer does not ship back the defective part in due time or if it is not in repairable condition, TVH will also charge a Core Charge;
- together with its order confirmation, TVH automatically sends a Return Authorization Document to the Buyer. A Return Authorization relating to a Service Exchange Part will only be valid for a term of fourteen (14) days of issuing. If the Buyer ships back his defective part to TVH in due time, TVH will credit its invoice for the Core Part. If the Buyer does not ship back his defective part in due time, TVH's invoice for the Core Parts will become due in addition to TVH's invoice for the service and repair cost.

A valid Return Authorization Form, including Return Number, is essential for TVH to guarantee a flexible followup of the Buyer's Return (including crediting where appropriate).

If the Buyer ships Products back to TVH without a valid Return Authorization Form, including Return Number, TVH will have no other option than to refuse the Buyer's Return, and charge all ensuing costs to the Buyer.

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