

Synergia Communications Return Policy

October 31, 2015

1. Return Start Date

"Start Date" as used in this policy means (i) the date this product is shipped from Synergia Communications, Inc., or (ii) in the case of resale by an authorized Synergia Communications channel partner, the date not more than ninety (90) days after original shipment of this product by Synergia Communications, Inc. or (iii) in the case of a pass through return policy made to an End-User pursuant to an OEM Agreement between Synergia Communications and another party, the date not more than ninety (90) days after original shipment of this product by Synergia Communications, Inc. to the other party executing the OEM Agreement.

2. Returns of Non-Defective Hardware

Unless Customer is subject to a stock rotation policy as part of a written agreement with Synergia Communications, Synergia Communications only accepts returns of unopened non-defective hardware if the return is made within thirty (30) days following the Start Date. Opened non-defective hardware returns shall not be eligible for refunds of the shipping and handling fees. Synergia Communications will accept no returns of non-defective hardware beyond thirty (30) days. All other returns of hardware products may only be made under Synergia Communication's Warranty Policy. Returns of non-defective hardware only apply to hardware purchased directly from Synergia Communications; customers who have purchased Synergia Communications hardware from a third party should contact that company to discuss their return policies. Synergia Communications is not obligated to accept returns of any Hardware that has been opened, altered, or is not in resale condition except pursuant to the warranty policy or pursuant to this section.

3. Returns of Non-Defective Software

In Synergia Communication's discretion and on a case by case basis, software products that have not been activated may be returned within ten (10) days following the Start Date, and may, in Synergia Communication's discretion, be subject to a 20% restocking fee. All other returns of software products may only be made under Synergia Communication's Warranty Policy. Synergia Communications will not be obligated to accept returns of any Software that has been activated or otherwise used.

4. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SYNERGIA COMMUNICATIONS IS NOT LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOSS OF USE OF THE PRODUCT, INCONVENIENCE OR INDIRECT DAMAGES OF ANY CHARACTER, WHETHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, FAILURE OF CONNECTED EQUIPMENT OR PROGRAMS, LOSS OF INFORMATION OR DATA OR LOSS OF GOODWILL) RESULTING FROM THE USE OF THE PRODUCT, RELATING TO WARRANTY SERVICE, OR ARISING OUT OF ANY BREACH OF THIS RETURN POLICY, EVEN IF SYNERGIA COMMUNICATIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE REMEDY FOR A BREACH OF THE FOREGOING LIMITED WARRANTIES IS REPAIR, REPLACEMENT OR REFUND OF THE PURCHASE PRICE OF THE PRODUCT. THE MAXIMUM LIABILITY OF SYNERGIA COMMUNICATIONS FOR THE DEFECTIVE OR NON-CONFORMING PRODUCT UNDER THIS AGREEMENT IS LIMITED TO THE PURCHASE PRICE OF THE APPLICABLE PRODUCT AND ANY DAMAGES THAT MAY BE AWARDED IN A WRITTEN CONTRACT BETWEEN SYNERGIA COMMUNICATIONS AND CUSTOMER. THE FOREGOING EXPRESS WRITTEN WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES OR REMEDIES, EXPRESS, IMPLIED OR STATUTORY.

5. RMA (Return Material Authorization) Process for Defective Hardware

Customers who wish to return defective hardware must contact Synergia Communications Technical Support for troubleshooting and approval of their return request. A Synergia Communications Technical Support technician will gather the appropriate account and product information and verify warranty status. All RMA approvals are subject to verification of in-warranty status upon receipt at Synergia Communications. Specifically, Synergia Communications will not repair or replace any Synergia Communications product that is not covered by a current, valid warranty. Synergia Communications products have a 1-year warranty unless an extended warranty has been purchased. The customer will be contacted by a representative from Synergia Communication's RMA Department if there is any question or concern about the status of the product warranty. Additional information is available under Synergia Communication's Warranty Policy.

Once the Synergia Communications Technical Support technician confirms that the hardware is defective and deems it necessary to replace the hardware, an RMA number will be assigned authorizing the customer to return the defective hardware to Synergia Communications. The RMA number must be included on the outside packaging of the returned hardware. Shipping costs incurred in connection with the return of a defective item to Synergia Communications shall be borne by customer, except in the case of a DOA (dead-on-arrival) return. For DOA's, Synergia Communications will cover both the return shipping costs and redelivery shipping costs (3-day domestic, 1 week international). In the event the returned hardware is misrepresented as a DOA, Synergia Communications will charge the customer for return shipment costs plus a handling fee. When shipping an authorized return to Synergia Communications, please include only the hardware and/or accessories authorized along with a copy of Technical Support's authorization. Synergia Communications will not replace any hardware and/or accessories for which an authorization has not been issued.

By default, Synergia Communications will ship a replacement after receiving the defective hardware from the customer and verifying its warranty status. If the customer would like to expedite the RMA process, Synergia Communications can cross-ship a replacement product as soon as possible. Cross-ship orders require a valid credit card number to secure the Synergia Communications product. The customer's credit card will not be charged unless Synergia Communications does not receive the returned product within thirty (30) days of the date on which Synergia Communications ships the replacement product.

Any approved RMA should be considered provisional, based on verification of in-warranty status when the hardware is received at Synergia Communications. If Synergia Communications determines that the hardware is out of warranty, or if the returned product is found to be damage or defect-free (No Trouble Found) the customer will be notified. Synergia Communications will not cover any shipping, handling, or customs charges for hardware not authorized for return. At the customer's discretion, Synergia Communications will either scrap out-of-warranty hardware or return it to the customer provided the customer agrees to cover shipping costs. Synergia Communications anticipates receiving returns within 30 days of authorization. If for any reason the return shipment will not arrive at Synergia Communications within 30 days of the day the RMA was assigned, please contact Synergia Communications Technical Support so that the expected receive date may be updated or a new RMA number may be issued.

Synergia Communications has a Quality Guarantee available to customers; refer to the Synergia Communications Quality Guarantee.

6. Shipping

Returns are typically shipped via UPS ground within the US and via FedEx for international orders. Additional information is available under Synergia Communication's Shipping Policy. If you have any questions, please contact a Synergia Communications Technical support representative at +1 256 830-8093.

Synergia Communications accepts no responsibility for any unauthorized equipment sent to us. Please do not return any product without a valid RMA number, and only return the specific products approved for replacement. Prior to shipping, remove any hardware modules that were not approved for replacement. Synergia Communications reserves the right to deny replacement of product that was not approved for replacement prior to shipment.

Note: Please do NOT ship accessories like phone cables, power supply/cables, and certificates, unless the product is still unopened or otherwise specified by Technical Support.

7. Governing Law, Jurisdiction, and Dispute Resolution

This Agreement shall be governed by and construed under the laws of the USA, and to the extent no federal law applies, the laws of the State of Alabama, USA. Forum, jurisdiction, and venue shall be determined in accordance with such law. If permitted by applicable law, Synergia Communications and you hereby expressly waive any right to a trial by jury and consent to a bench trial in the event of a dispute Synergia Communications and you agree to attempt to resolve any dispute by direct communication between representatives of each party who are authorized to finally resolve the dispute prior to filing any legal action against the other party. The parties agree to attempt to resolve the dispute within fourteen (14) days of the first direct verbal communication between the representatives of the parties in which the parties make good faith efforts to attempt to resolve the dispute following written notice of the dispute having been provided to the party not invoking this clause. The party with the dispute must provide the written notice and must provide sufficient detail in the notice as to the nature of the problem and requested remedies so as to permit the party not invoking this clause to make good faith attempts to remedy the dispute. The parties agree not to resort to legal action, other than injunctions, either prior to or during the fourteen day dispute resolution period. The United Nations Convention on International Sale of Goods, the application of which is expressly excluded, does not apply to this Agreement.