



RMA Returns – Customer Obligations

This document outlines the responsibilities of the Customer in relation to the return of malfunctioning equipment under Spectra-provided support levels. Support offerings can be reviewed at:

<https://support.spectralogic.com/services-and-contracts/spectraguard-support-offerings>.

1. For support levels that require the Customer to return parts to a Spectra depot for repair:

- The Customer is solely responsible for arranging and covering the cost of shipping the malfunctioning equipment to and from Spectra.
 - This includes, but is not limited to: Duties and taxes, freight charges, insurance, any other associated shipping and handling costs.

2. For support levels in which Spectra ships a replacement part directly to the Customer:

- The Customer must return the malfunctioning and/or temporary equipment to Spectra within five (5) business days of receiving the replacement.
- Failure to return the specified equipment within the stated timeframe will result in immediate liability for:
 - The full replacement cost of the equipment and any related charges, including shipping, customs, duties, and taxes.
- If the Customer neither returns the equipment nor pays the issued invoice within ten (10) business days of receiving written notice, Spectra reserves the right to take corrective action.
 - This includes, but is not limited to, cancellation of the Customer's Service Agreement in order to recover the cost of the unreturned equipment.

3. For support levels where a Spectra or Spectra-authorized Service Provider carries the replacement equipment directly to the Customer's site:

- The field service representative that brought the replacement part on site is responsible for the return of the removed component.
- If the Customer requests that the malfunctioning equipment remain on site, the responsibility for return and compliance shifts to the Customer.

4. For support levels where a Field Engineer replaces a part that was shipped from their depot, the Field Engineer will facilitate return of the defective part.

5. For support levels where a Spectra-authorized Logistics Provider delivers the replacement equipment directly to the Customer's site:

- The Customer must return the malfunctioning and/or temporary equipment to Spectra within five (5) business days of receiving the replacement.
 - Failure to return the specified equipment within the stated timeframe will result in immediate liability for:
 - The full replacement cost of the equipment and any related charges, including shipping, customs, duties, and taxes.
 - If the Customer neither returns the equipment nor pays the issued invoice within ten (10) business days of receiving written notice, Spectra reserves the right to take corrective action.
 - This includes, but is not limited to, cancellation of the Customer's Service Agreement in order to recover the cost of the unreturned equipment.
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Secure Sites and Retained Components

For Customer sites with data confidentiality or security restrictions that prevent the return of equipment or components:

- Customers may purchase an uplifted Service Agreement allowing specific parts to be retained for secure disposal by the Customer.
 - If the Customer does not purchase this uplift in advance and with proper notice, the Customer will be required to purchase all retained equipment at the then-current list price.
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All equipment returned to Spectra must adhere to the following requirements:

- A valid RMA number, RSO number, or other Spectra-issued reference number must be clearly displayed on the outside of the return package.
 - If return labels are provided by Spectra, they must be used.
 - In cases where the equipment arrives at Spectra without a visible reference number or label, the Customer may not receive credit for the return. The Customer will remain liable for the value of the equipment until it is clearly identified.
 - If Spectra is unable to confirm receipt of the returned equipment, the Customer must provide proof of shipment upon request. If no proof is provided, the Customer remains liable for the value of the equipment.
 - All equipment must be returned using Spectra-approved packaging.
 - It is the Customer's responsibility to obtain approved packaging from Spectra if it is not already in their possession.
 - The Customer will be held responsible for any damage to returned equipment resulting from the use of unapproved packaging.
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If assistance is needed with the returns process or shipping labels are needed to complete the return, please contact Spectra directly at spectraretains@spectralogic.com.