



## HOSPECO BRANDS GROUP RETURN GOODS & WARRANTY POLICY

### Commercial Warranty

**EXCLUSIVE WARRANTY:** For all Hospeco Brands Group products purchased, Hospeco Brands Group expressly warrants that the products are free from defect in material and workmanship for one (1) year from the date of delivery to the Buyer. Any product found by Hospeco Brands Group to be defective in material and workmanship, not caused by Buyer's misuse or negligence, within the one (1) year period, shall be either replaced with the same or substantially same product, or the original purchase price for the product refunded to the Buyer, as solely determined by Hospeco Brands Group. **THE FOREGOING EXCLUSIVE WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER WITH RESPECT TO THE PRODUCT, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**LIMITATION OF LIABILITY:** IN NO EVENT SHALL HOSPECO BRANDS GROUP BE LIABLE AND BUYER WAIVES ALL CLAIMS AGAINST HOSPECO BRANDS GROUP FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, WHETHER OR NOT BASED UPON HOSPECO BRANDS GROUP'S NEGLIGENCE, BREACH OF THE EXCLUSIVE WARRANTY, OR STRICT LIABILITY IN TORT OR ANY OTHER CAUSE OF ACTION ARISING, DIRECTLY OR INDIRECTLY, IN RESPECT TO THE HOSPECO BRANDS GROUP PRODUCT, OR THE USE OR FAILURE THEREOF, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PRODUCTION OR INJURY TO PERSONS OR PROPERTY. IN ANY EVENT, HOSPECO BRANDS GROUP'S MAXIMUM LIABILITY TO BUYER SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY BUYER TO HOSPECO BRANDS GROUP FOR THE PRODUCT.

### Return Goods Policy & Claims for Damaged Goods or Discrepancies in Order / Shipment Received

Should you have the need for a return, please contact your Hospeco Brands Group Salesperson or Sales Support Specialist for prior authorization and to receive an RGA Number. Every effort is made to ensure that all orders are picked correctly and shipped according to our customer's purchase orders in good condition. All freight logistics are coordinated with selected and authorized freight carriers. It is the customer's responsibility to inspect the condition, and count of all products received. Hospeco Brand Group does not guarantee the sale of any of its product.

1. Any Non-private label product may be returned solely at the discretion of Hospeco Brands Group and in no event if purchased more than 90 days prior to the requested return. All returns require a Hospeco Brands Group RGA. Customer Private Label products are not returnable unless product is defective.
  - a. For any **NON-DEFECTIVE** product, the cost of the return freight and a 20% restocking fee are the responsibility of the customer.
  - b. Only full saleable cases are accepted, partial cases will not be credited.
  - c. Credit will be issued after receipt and inspection of returned goods.
  - d. Expenses for repackaging of damaged containers will be deducted from credit.
  - e. With regard to returns of **DEFECTIVE PRODUCT**, Hospeco Brands Group assumes the cost of return freight expense and there will be no restocking fees charged. **NOTE:** Hospeco Brands Group will grant our customer an RGA upon receipt of a digital photo showing the damage. Upon receipt and inspection of the product to confirm "defective", credit will be issued to the customer.
2. Shortages and/or damage must be noted on the Delivery Receipt with the carrier's signature at time of delivery. Short pays will not be accepted unless shortage/damage has been noted on Delivery Receipt at time of receipt. After the customer signs the freight carrier's copy of the Delivery Receipt to acknowledge receipt of goods in good condition and correct quantities, the ownership of goods is officially transferred from freight carrier to customer.
3. Hospeco Brands Group must be notified within 48 hours of delivery of any shipping errors (overage, damage, picking errors). An RGA will be issued by Hospeco Brands Group for return of product if required upon receipt of a digital photo of damage and a copy of the signed Delivery Receipt showing damage, shortage, etc. A credit will be issued against any of the aforementioned provided we are notified within 48 hours of delivery.
4. Once RGA number and return instructions have been provided, any returns that are not completed within 90 days from the date of issuance, will result in the RGA being canceled/voided.
5. Hospeco Brands Group does not accept returns for any reason on items purchased through redistribution. Please contact your Distributor directly.
6. Deductions or short pays taken on invoices citing a shortage or damages will not be approved unless prior direct notice was provided to Hospeco Brands Group per the above guidelines.