



Return Merchandise Authorization (RMA) Policy

NOTE: Only Direct Customers/Original Purchasers of E-Seek products can process an RMA. If you purchased your E-Seek product through one of the E-Seek Value Added Resellers(VARs), it is their responsibility to support your needs for product and process the RMA for your unit through E-Seek.

- Prior to shipment of a return item to E-Seek Inc., an RMA number must be acquired from the E-Seek Website or E-Seeks' RMA/Tech support department.
- The pre-approved RMA number must be marked clearly visible on the outside of the return packaging, preferably on the shipping label and on the packing list.
- Purchasers' account must be current and have all payments cleared with E-Seeks' bank for an RMA shipment to be accepted, unless the RMA was approved as a return for credit against Purchasers' account.
- E-Seek reserves the right to inspect and test all returned products; no repair, replacement or exchange will be provided if the returned products were found to meet the functionality of E-Seeks' specifications. Additionally, E-Seek will be the sole determining factor in determining any and all Customer Abuse issues as covered in Item #5 of the Warranty Policy.
- Returned items not belonging to E-Seek will not be repaired or replaced. Instead, they will be returned back to the customer freight-collect.
- All new RMA items being returned for repair as "Out of Box" failures must be in original re-saleable condition, with all original packing, manuals, and software. Any such product will be subject to a 15% handling/re-stocking fee should the unit be tested problem free.
- All RMA items must be shipped freight pre-paid by the customer. Furthermore, the customer is expected to insure all items being shipped back. E-Seek is not responsible for any losses or damages for such equipment.
- RMA's will be shipped back to customer in the same or similar manner as they were shipped to E-Seek.
- All RMA's must be accompanied with a packing slip indicating an itemized list of the returned items and the name, return address and phone number of the customer contact.
- RMA numbers are valid for 30 days from the date of issue. RMA's received outside of the 30 days will be refused and shipped back to you at your expense.
- Repairing RMA units should take approximately 1 week, however, depending on the extent of the damage repair may take up to 2 weeks.

Discrepancy & Shipping Damage

- For wrong or missing items, shipping damage, or other shipment discrepancies, the customer should report these items immediately to the RMA department. Any claims of wrong or missing items after seven business days from date of receipt will not be honored.

- For shipping damage, the customer must file a claim with their carrier immediately. All items are shipped insured, thus must be reported for coverage.
- Items will not be cross-shipped for any reason.
- Customer is responsible for paying any freight charge caused by refused shipment or unclaimed goods.
- E-Seek will make every reasonable effort to deliver on time, however, E-Seek shall not be liable for late or lost shipments.

Customer's Responsibility

- Customer should inspect all packages for damage and discrepancies upon receipt.
- For wrong items, missing items, and shipping damage; customer should report to RMA department on the day in which the items were received. Any claims after seven business days from receipt will not be honored.
- Always inspect each item for physical damage, missing documentation, and driver disks.
- Customer should always provide a detailed & specific description of problems for defective items.
- For any and all returns, an RMA # must be issued from the E-Seek Website prior to return shipment to E-Seek. The RMA number must be clearly visible on package next to or on the shipping label, or it will be refused.
- All RMA's and returns must be accompanied by an Itemized Packing List.

Consequential Damages and Limitations

- E-Seek shall not be liable for any failure to perform or any delay in performing any of its obligations when such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, any act of God, war, strike, riot, fire, flood, earthquake, lock-out, late or non-delivery by suppliers, shortage or unavailability of materials, components or transportation facilities, or any act, refusal to act, regulation, order or intervention by any governmental authority.
- Under no circumstance shall E-Seek be liable for any special, indirect, incidental or consequential damages of any kind or nature whatsoever, including, without limitation; lost goodwill, lost resale profits, loss of data or software, work stoppage or impairment of other goods, and whether arising out of breach of any express or implied warranty, breach of contract, tort (including negligence), strict product liability or otherwise, even if advised of the possibility of such damage or if such damage could have been reasonably foreseen, except in case of personal injury where, and to the extent applicable law requires such liability.
- The rights and obligations of the parties under this agreement shall be governed by the laws of the State of California, in which E-Seek, Inc. is located.