

PORTLAND BOLT & MANUFACTURING COMPANY, INC.

DISCRETIONARY RETURN OF GOODS POLICY

1. Applicability, Definitions, & Relationship to the Terms and Conditions for the Sale of Goods

These terms and conditions for the discretionary return of Goods (this “**Returns Policy**”) are the only terms that govern the return of goods (“**Goods**”) from a buyer (“**Buyer**”) to Portland Bolt & Manufacturing Company, Inc. (“**Seller**”). If this Returns Policy and the General Terms and Conditions for the Sale of Goods (the “**Terms**”) conflict, the Terms govern.

Definitions set forth in this document, and summarized from the Terms shall be:

- i. “**Nonconforming Goods**” has the meaning given in the Terms. Remedies for Nonconforming Goods are exclusively those stated in the Terms.
- ii. “**Conforming Goods**” are Goods correctly supplied per the Quote and Specifications but returned for reasons other than nonconformance (e.g., surplus, ordering error).

To the extent any capitalized terms are not defined in this Returns Policy, they have the meanings in the Terms.

2. Scope of Returns

Except for Nonconforming Goods handled under the Terms, all returns are discretionary and require prior written approval from Seller. Seller accepts returns only for regularly stocked Goods; custom-manufactured, made-to-print, modified, or otherwise non-stock Goods are not eligible for return.

- i. Stock Goods: Eligible for return with prior written authorization and subject to the fees and conditions in this Returns Policy.
- ii. Vendor/Drop-Ship Goods: May be eligible based on the originating vendor’s policy; vendor restocking fees and return windows may differ and will pass through to Buyer.
- iii. Custom/Non-returnable Goods: No returns under any circumstances, including items manufactured to Buyer Specifications, cut-to-length products, plated/finished to order, or otherwise altered.

3. Eligibility & Timeframes

For Nonconforming Goods, Buyer’s notice, remedy, and return procedures are exclusively governed by the Terms; this Returns Policy applies only to discretionary returns of Conforming Goods:

- i. RMA Required: Buyer must obtain a Return Material Authorization (“**RMA**”) before shipping any Goods back. Goods returned without an RMA may be rejected and returned to Buyer at Buyer’s cost or scrapped upon Buyer’s written direction.
- ii. Request Window for Conforming Goods: RMA must be requested within 60 calendar days of the original shipment date.
- iii. RMA Validity: Once issued, Goods must be received by Seller within 14 calendar days unless otherwise stated on the RMA.

4. Condition of Returned Goods, Fees, Freight, Risk of Loss and Title

Conforming Goods are subject to the following conditions and fees:

- i. Resalable Condition: Goods must be unused, unaltered, free of damage, contamination, or corrosion, and in original packaging with all labels and certifications intact. Goods exposed to adverse conditions (weather, chemicals, or improper storage), plated/finished to order, or mixed/loss of traceability will not be accepted.
- ii. Packaging: Return in original packaging or equivalent protective packaging suitable for safe handling and restocking; Buyer is responsible for any damage in transit.
- iii. Documentation: Include the RMA number clearly on the shipping label, packing slip, and each outer carton. Include packing list and proof of purchase.
- iv. Restocking Fee: 25% of the final purchase price of the returned Goods, with a minimum charge of \$100 per RMA.
- v. Freight & Insurance: Buyer is responsible for all inbound return freight and insurance. If outbound freight was amortized into the unit price, Seller may deduct the equivalent outbound freight from any credit.
- vi. Reconditioning/Testing: If needed to restore resalable condition or verify traceability/certifications, Seller may assess additional reasonable charges or reject the return.
- vii. FOB Seller’s Dock: As stated in the Terms, title and risk of loss pass at the Delivery Point.
- viii. Return Shipments: Buyer bears risk of loss and damage on the return until received and accepted by Seller at the designated return address on the RMA.
- ix. Partial Shipments: Each shipment is a separate sale; returns will be evaluated by shipment/lot as applicable.

- x. Hazmat or oversized returns must comply with carrier and regulatory requirements; Buyer bears any special handling charges.

5. Inspection, Acceptance, and Credits

Approved returns are subject to the following conditions and fees:

- i. Inspection on Receipt: Returned Goods are subject to inspection and count reconciliation. Acceptance is at Seller's discretion.
- ii. Credit Method: Approved credits are issued to Buyer's account or original payment method, net of applicable fees and charges. Seller will not ship replacement Goods for Conforming Goods returns.
- iii. Non-Eligible Returns: Goods that fail inspection (e.g., used, damaged, altered, lacking traceability) may be rejected and returned to Buyer at Buyer's cost or scrapped upon Buyer's written direction.

Any credits issued by Seller, whether arising from (i) authorized returns of Conforming Goods; (ii) Nonconforming Goods, (iii) warranty claims, or (iv) any other reason at Seller's sole discretion, shall expire twelve (12) months from the date of issuance. After such time, any unused balance shall be null and void, and Buyer shall have no further rights with respect thereto.

6. Return Procedure

- i. Contact your Portland Bolt sales representative to request an RMA.
- ii. Provide purchase order, invoice number, item numbers, heat/lot numbers, quantities, and reason for return.
- iii. Upon review, Seller may, in its sole discretion, issue an RMA with return instructions and ship-to address.
- iv. Clearly mark the RMA number on all cartons and documents and ship freight prepaid to the address provided.

7. Governing Law, Jurisdiction, and Other Legal Terms

This Returns Policy is governed by the same governing law, venue, warranty disclaimers, limitations of liability, indemnities, and other legal terms stated in the Terms. Nothing in this Returns Policy expands or modifies those provisions.
