

# Simply NUC, Inc.

## U.S. Return and Refund Policy

This U.S. Return and Refund Policy (the "**Policy**") applies only to purchases of Simply NUC, Inc. ("**Simply NUC**") products directly from Simply NUC.

Simply NUC values its relationship with you and appreciates your patronage. In the event that it becomes necessary to return products purchased directly from Simply NUC, Simply NUC offers its direct-purchasing customers the ability to return eligible products for a credit or a refund, to be determined at the sole discretion of Simply NUC, of the purchase price paid less shipping and handling and any applicable restocking fees as outlined below and subject to the terms set forth herein. Failure to comply with the following terms could result in Simply NUC's refusal to accept your return and/or refund request.

If you have purchased your Simply NUC product other than directly from Simply NUC (such as from a reseller, distributor, or retailer) you must comply with their respective returns and refunds policies.

### A. 30-DAY RETURN PERIOD POLICY

All unmodified computer hardware is included under this Policy, as well as all accessories and peripherals that are still in their individually wrapped / sealed packaging (any accessory or peripheral that has been removed from its original packaging is not eligible to be returned).

All eligible products described herein may be returned if customer initiates the return process described herein within 30 calendar days from the date on the packing slip or invoice (whichever is later) for a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees (as further described below).

### B. EXCEPTIONS TO SIMPLY NUC'S 30-DAY RETURN PERIOD

- i. Application software and operating systems that have been installed by Simply NUC may be returned only if installed on a returnable system, and only if the return process is initiated within the applicable return period;
- ii. Non-Simply NUC-branded enterprise products, enterprise software, and customized hardware or software products may not be returned at any time;
- iii. Software licenses purchased under any type of volume license agreement may be returned only with the express approval of the publisher, which in many circumstances will not be granted;
- iv. Non-Simply NUC-branded computer hardware offers sold by third-party (such as a reseller, distributor, or retailer) may not be returned at any time;
- v. Any Simply NUC computer system sold by a third-party (such as a reseller, distributor, or retailer) are not subject to this Policy and may not be returned to Simply NUC at any time;

- vi. Any Simply NUC hardware, accessory, or peripheral bought through a third party (such as a reseller, distributor, or retailer) are not subject to this Policy and may not be returned to Simply NUC at any time; and
- vii. Any return of more than 10 computer units by a customer, or affiliate of a customer, within any calendar year, are not subject to this Policy and may not be returned to Simply NUC at any time.

#### C. RETURNING PROMOTIONAL ITEMS AND BUNDLES

If you are returning a Simply NUC computer, accessory, or peripheral that was acquired through a promotion, contest or other incentive-based event, the value of the promotional cost offset on the item will be deducted from any refund amount. A purchaser is not entitled to receive more than what was paid for the item on initial purchase. Furthermore, when a discounted item bundle is purchased and only part of the bundle is returned, only the portion of the bundle returned may be eligible for credit or refund and the proportionate savings realized by the purchaser may also be deducted from the calculated refund amount, subject to the approval of Simply NUC.

#### D. RESTOCKING FEES

Unless the product is defective or the return is a direct result of a Simply NUC error, Simply NUC may charge a restocking fee of up to 10% of the purchase price paid, plus any applicable sales tax.

#### E. HOW TO RETURN A PRODUCT

Before returning a product, you must first contact Simply NUC Customer Support at <http://simplynuc.com/support/>, and obtain a Return Merchandise Authorization ("**RMA**") before the end of the applicable return period (obtaining an RMA number initiates the return process under this Policy). Simply NUC will not accept any eligible product for return without an RMA number. In order to be eligible for a refund you must ship (at your expense) the product you desire to Simply NUC, complying with all instructions provided in the RMA, within five (5) business days of the date that Simply NUC issues the RMA number, in its original packaging, in new condition, along with any other documents or instructions (including the invoice) that were part of the original shipment. You accept and maintain responsibility for risk of loss during shipment on product you own until the product is physically delivered to and in the possession of Simply NUC.

Once Simply NUC has received your returned product, Simply NUC will verify the price paid for the returned items, the condition the items are in, and verify that shipping and handling costs have been paid by you. Simply NUC reserves the right to reject acceptance of the product and request it be returned to sender in the event you have not complied with all terms set forth herein (including, but not limited to failure to pay shipping charges in advance). Once price, condition, and shipping verification has taken place, Simply NUC will issue a credit or refund of the purchase price paid, at Simply NUC's sole discretion, less any applicable restocking fees or other reductions that are made a part of this Policy. Moreover, in the event that your

unmodified computer hardware, accessory, peripheral or packaged components were part of any type of promotional pricing or discount or part of a bundled package, credit for your returned items will be calculated according to what was paid by you and not to full market value of the product(s) in question.

Note: Before you return the product to Simply NUC, make sure to back up any data on all storage devices in the product to a backup disc. Also remove any and all confidential, proprietary and personal information as well as removable media such as flash drives, CDs and PC Cards. Simply NUC is not responsible for any confidential, proprietary or personal information, lost or corrupted data, or damaged or lost removable media that may be included with your return.