

## Product Returns

### Purpose:

The purpose of this document is to describe the policies and procedures for the return of saleable products by customers to MSA. Any exceptions to the policies and procedures described herein require prior approval from MSA.

### Definitions:

**MTS (Make-To-Stock) products:** MTS products are held in inventory.

**MTO (Make-To-Order) products:** MTO products are only made when a customer order requires the product.

### Policy:

1. **Returns** - Product returns will be accepted that meet the following conditions:
  - a) Only products shipped from MSA within the last 60 days will be considered for return
  - b) Only MTS products in saleable condition will be considered for return and credit.
    - i. Saleable condition is defined as meeting the same standards as newly manufactured/sourced products and must be in the original packaging with all the instructions, warnings, etc. MSA reserves the right to determine salability of a product.
    - ii. Returns of MTS products over the threshold quantity as detailed on the MTS list must be approved by MSA.
  - c) Any products that have been discontinued or made obsolete will not be considered for return.
  - d) Products that were specially configured for the customer (MTO products) will not be considered for return unless the return is due to an error made by MSA.
    - i. A list of all Made To Stock (MTS) Products is available from Customer Service. Any other product is a Made To Order (MTO) product and therefor can only be returned when MSA made an error preparing the shipment.
  - e) Products with a shelf-life are not eligible for return. This includes, but is not limited to: batteries, sensors, instrumentation containing sensors and batteries, calibration gas cylinders, detector tubes, gas mask canisters, breathing air cylinders and Made To Order (MTO) products.
    - i. A list of all products with a limited shelf-life is available from Customer Service.
  - f) Items that were ordered in connection with natural disasters, pandemic, or similar situations are final upon shipment from MSA's factory and will not be considered for return.
2. **Fees** - the following charges will apply for returned products:
  - a) Restocking Charge
    - i. MSA will impose a **15% restocking fee** on each product returned, unless the return is due to an MSA error or where alternative arrangements have been agreed between both parties. A minimum Restocking charge (30 Euro) may be applied to any transaction.

b) Refurbishment Charge:

- i. A refurbishment charge, in addition to a restocking charge, may be imposed to bring the material to its original specification. The charge will be based on the cost of materials and labor incurred to bring material to original specification compliance and will be communicated.
- ii. In the event the restocking and / or refurbishment charges exceed the value of the returned product(s), destruction of the products or return to you will be agreed upon.

c) Transportation Charge

- i. Transportation of your products to MSA may be charged to you, dependent on the originally agreed responsibility for transportation costs as well as the reason(s) for returning your products to MSA

**3. Return of products from MSA shipping error**

For products that are returned as a result of an error made by MSA *i.e., incorrect part number, incorrect quantity, incorrect product, or duplicate shipment* the following applies:

- a) No restocking charge will be imposed.
- b) No transportation charges will be imposed
- c) 100% credit will be issued if MSA was notified within 7 days after receipt of the product(s) at the place of delivery

**4. Products damaged while in transit**

The liability for damage to products during transportation is dependent on the "Inco Terms" that applied to the shipment. With the Inco Terms as stipulated on the invoice, the place of delivery is defined where ownership of and responsibility for the products changes from MSA to the customer. Dependent on where and when the products were damaged related to the agreed Inco Terms, the customer or MSA will be responsible for the following:

- a) In cases where damage to the product(s) took place under MSA's responsibility:
  - i. MSA will credit the damaged products or replace the damaged products free of charge
  - ii. Customer must inform MSA Customer Service of damaged product(s) within 7 days after receipt of the product
- b) In cases where damage to the product(s) took place under the customer's responsibility:
  - i. The customer must file a claim with the carrier that transported the product(s)
  - ii. A new order with MSA to replace the damaged product(s) may be placed
  - iii. Customer retains payment responsibility for damaged products while in the claims process with the carrier.

## **Procedure for Returning Products:**

Products that are returned to MSA require a Return Material Authorization (RMA) which is issued by MSA Customer Service.

The following information will be required to issue the RMA:

1. MSA invoice number & Customer P.O. number or Delivery reference number
2. Date of purchase
3. Part number / description / quantity (if items were purchased in pack quantities then only full pack quantities will be accepted for return)
4. Reason for the return

### **1. Shipping returns to MSA with an RMA**

- Products authorized to be returned on the RMA will be shipped to the return address as indicated on the RMA.
- MSA should receive returned product(s) within 30 days after issuing the RMA. After the 30 days the RMA becomes void.
- If MSA is organizing the transportation of the products to be returned, instructions will be provided by Customer Service to organize collection of the products to be returned by a carrier selected by MSA.

### **2. Inspection of returns at MSA**

- Only material in sellable condition will be considered for return and credit. At arrival of the return products, MSA will determine whether returned products are in a sellable condition.
- Products received in a non-salable condition will be handled in one of the following ways:
  - Refurbishment of the products returned – MSA will determine refurbishment costs and inform Customer Service
  - Destruction with Customer approval, including any applicable scrapping charges.
  - Return of the product to the customer, including any applicable transportation charges

Returned products for repairs at the in-country Service & Repair center should follow the repair process.



## Order Cancellation Policy

### Purpose:

The purpose of this document is to describe the conditions and fees applicable to order cancellations.

The intent of this policy is to recover all reasonable costs associated with customers cancelling orders. This policy is not intended to contradict any local or national laws or regulations that might stipulate customers' rights to cancel orders. If local or national laws prescribe conditions under which customers may cancel orders, those local or national laws shall prevail.

### Definitions:

**MTS (Make-To-Stock) products:** MTS products are held in inventory. MSA maintains a list of all MTS products. Any product not on this list is an MTO product.

**MTO (Make-To-Order) products:** MTO products are only made when a customer order requires the product.

### Policy:

Orders, once acknowledged by MSA, may not be cancelled without express written authorization by MSA. If and when authorized, the following cancellation fees may apply:

Order Cancellation Policy - Fee Schedule		
Product Type	Agreement Reached (Order placed by customer; accepted & acknowledged by MSA)	Fee
All Products	Before	none
MTS Products	After	15%
MTO Products	After	100%*
Service	Before dispatch	15%
	After dispatch	100%

\* subject to adjustments based on costs incurred or order processing cycle

This **Order Cancellation** policy applies when the customer cancels all or part of an order after order acceptance and acknowledgement from MSA but before shipment of goods or execution of services.

orders **Cancelled After Shipment** will be treated as a "Return" with all applicable fees. refer to the **Product Return Policies & Procedures** in the European Business Documents Database.

Orders which are **Refused At Delivery** may be assessed an order cancellation fee, a re-stocking fee and/or other applicable fees.

**Order Cancellations by MSA Affiliates to other MSA entities** is a different process and out of scope of this policy.