

BRB Associates Return Policy

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BRB is a reseller, so returns follow the rules of the manufacturer or software vendor ("OEM" or "ISV") that makes the Product. This policy is incorporated into the BRB Associates Online Customer Resale Terms and Conditions (the "Terms") by Section 4 of the Terms and uses the terms defined there. If this policy conflicts with the Terms, the Terms control. If Customer has a signed Master Agreement with BRB, the Master Agreement controls where it conflicts with this policy.

1. Policy at a Glance

(a) The OEM's or ISV's policy governs. BRB can accept a return only if the OEM, ISV, or Supplier that provided the Product accepts it, and only on its terms. If the OEM, ISV, or Supplier will not take the Product back, BRB cannot either, and Customer remains responsible for the full Order amount.

(b) Orders are non-cancellable. Once BRB accepts an Order, it cannot be cancelled or returned except as this policy and Section 9 of the Terms allow. BRB will help Customer request a cancellation or return from the OEM or ISV, but cannot guarantee the outcome.

(c) Approved returns are credited to Customer's account. BRB does not issue cash refunds for returns or cancellations. Approved returns receive a credit on Customer's BRB account, less any fees the OEM, ISV, or Supplier charges.

2. How to Request a Return

Every return needs a Return Material Authorization ("RMA") number from BRB before anything is shipped back.

(a) Contact BRB in writing. Email your BRB account representative with the Order or invoice number, the Product and quantity, and the reason for the return. Requests must reach BRB early enough for BRB to act within the OEM's, ISV's, or Supplier's return or cancellation window, which can be as short as a few days.

(b) BRB requests approval. BRB submits the request to the OEM, ISV, or Supplier and tells Customer whether it is approved, along with any fees and conditions that apply.

(c) BRB issues an RMA. If the return is approved, BRB sends an RMA number and return instructions. An RMA is valid for ten (10) days after it is issued. Products must be shipped back within that period, or the RMA expires and the return will not be accepted.

(d) Customer ships the Product. Customer ships the Product to the address in the RMA instructions, with the RMA number clearly marked on the outside of the package.

(e) Credit is issued. BRB issues the account credit described in Section 6 after the return is received and inspected and the OEM, ISV, or Supplier has credited BRB.

3. Return Requirements

Returned hardware must meet the OEM's or Supplier's condition requirements. Unless they say otherwise, returned Products must be:

- (a) unused and in resale condition;
- (b) complete, with all accessories, manuals, cables, software media, and license documentation;
- (c) in the original manufacturer packaging, with serial number and UPC labels intact; and
- (d) packed securely for shipping, with the RMA number on the outside of the box.

Customer is responsible for return shipping costs and for loss or damage in transit back, unless the return results from a BRB error (Section 5). BRB recommends a trackable, insured shipping method.

Returns without a valid RMA. BRB may refuse any shipment that arrives without a valid RMA, after the RMA expires, or not in the required condition. Refused shipments receive no credit and will be sent back to Customer at Customer's expense. If the OEM, ISV, or Supplier rejects a return or reduces its credit because of the Product's condition, Customer's credit is reduced by the same amount.

4. Products That Cannot Be Returned

Unless the OEM, ISV, or Supplier agrees otherwise, the following cannot be returned or credited:

- (a) software licenses, license keys, and entitlements once ordered from the Supplier, delivered, registered, or activated;
- (b) subscriptions, cloud services, and support or maintenance contracts once ordered, provisioned, or activated;
- (c) special-order, configured-to-order, custom, or non-stocked Products;
- (d) Products the OEM lists as non-cancellable or non-returnable, including discontinued, closeout, and refurbished items;
- (e) opened or used Products, except defective Products handled under Section 5; and
- (f) BRB Services, which are covered by the BRB Services warranty in Section 5(b) of the Terms.

OEM and ISV cancellation windows. Some OEMs and ISVs allow a short cancellation period for certain software or cloud subscriptions. Customer may cancel within that window on the OEM's or ISV's terms, as long as Customer notifies BRB in writing in time for BRB to act within it.

Cloud marketplace purchases. Products bought through a cloud marketplace (such as AWS Marketplace or Azure Marketplace) follow that marketplace's cancellation and refund rules.

5. Damaged, Defective, or Incorrect Shipments

Report problems with a shipment in writing within the deadlines below, which match Section 3(d) of the Terms. Products not reported in time are deemed accepted.

Problem	Report to BRB within	What happens
Visible shipping damage	48 hours after delivery	BRB helps file a carrier claim; replacement or credit once the carrier or Supplier accepts the claim
Shortage or wrong item	48 hours after delivery	BRB ships the missing or correct item, or credits the difference (shortages caused by carrier loss are handled as a carrier claim)
Concealed damage	7 business days after delivery	BRB helps file a carrier claim; replacement or credit once the carrier or Supplier accepts the claim

Dead on arrival (DOA)	The OEM's DOA period	BRB helps open an OEM case; the OEM repairs, replaces, or credits
Defect after the DOA period	The OEM warranty period	Customer works directly with the OEM under its warranty (Terms Section 5(a))

Shipping damage. Under Section 3(b) of the Terms, risk of loss passes to Customer when Products are delivered to the carrier. BRB will file, or help Customer file, a claim with the carrier or Supplier and will arrange a replacement or credit once the claim is accepted. Note any visible damage on the carrier's delivery receipt when possible, take photos, and keep all packaging until the claim is resolved.

BRB errors. If BRB shipped the wrong Product or quantity, or the Product does not match the BRB quote, BRB pays return shipping and passes through no fees, and Customer's credit includes the original freight charge.

6. Fees and Account Credits

(a) Fees. BRB does not charge its own restocking fee. Any restocking, cancellation, rescheduling, freight, or similar fee the OEM, ISV, or Supplier charges BRB for a return is passed through to Customer, as described in Section 9(c) of the Terms. BRB will tell Customer about these fees before issuing the RMA when the OEM, ISV, or Supplier makes them known.

(b) Credit amount. The credit equals the price Customer paid for the returned Product, less pass-through fees and less any amount the OEM, ISV, or Supplier does not credit to BRB. Original freight and taxes are credited only where the return results from a BRB error, or as required by law for taxes.

(c) How credits are used. Credits are issued to Customer's BRB account and may be applied to future purchases. BRB may also apply a credit to any past-due amount Customer owes. Credits are not paid out in cash unless BRB agrees in writing.

(d) If a return is not approved. If the OEM, ISV, or Supplier does not accept the return, no credit is issued and Customer remains responsible for paying the full invoice.

7. Contact and Changes to This Policy

(a) Contact. Send return requests and shipment problem reports to your BRB account representative by email. Formal notices under the Terms go to BRB Associates LLC, Attn: Legal, 244 East Main Street #115, East Islip, NY 11730, and legal@brbcorp.com.

(b) Changes. BRB may update this policy by posting a new version at www.brbcorp.com/returnpolicy. Each version shows its version number and effective date, and BRB keeps prior versions available. A return is governed by the version in effect on the date Customer placed the Order, as provided in Section 4 of the Terms.