

NATIONAL RETAILER POLICY EQUIPMENT RETURNS

ISSUE DATE: September 6, 2012

EFFECTIVE DATE: October 7, 2012

This Retailer Policy sets forth the requirements for the Retailer's return of Equipment purchased by Retailer from Company. Retailer is only permitted to return Equipment to Company for the reasons listed below – no other returns will be accepted by Company. If non-acceptable returns are sent to Company, those returns will be rejected and shipped back to the Retailer at the Retailer's expense (See Schedule of Fees)

1. Buyer's Remorse Returns.

Equipment returned by Subscribers to Retailer under the Company's Equipment Returns Policy for Subscribers (*also called Buyers Remorse*) may be returned by Retailer to Company.

Company will notify Retailers of the Company's Equipment Returns Policy for Subscribers. Retailer must comply with the Company's Equipment Returns Policy for Subscribers, as amended from time to time in Company's sole discretion, for Subscribers who purchase Equipment from the Retailer. If Retailer has accepted Equipment under Company's Equipment Returns Policy for Subscribers, Retailer may return the Equipment to Company if all of the following requirements are met:

- a. Returned by Subscriber within 14 days of purchase from Retailer or as otherwise required in the Company's Equipment Returns Policy for Subscribers.
- b. Retailer provides original receipts or other valid proof of purchase/proof of exchange as determined by Company in its sole discretion, and return receipts containing IMEI, date sold and date returned.
- c. A list of IMEI's for Equipment being returned and the requested credit amount must accompany the RA request before an RA will be given.
- d. Shipped to Company within 15 days of Retailer receiving Return Material Authorization Number ("RMA") from Company.
- e. Equipment must have no signs of physical abuse, liquid damage or anything that would void manufacturer's warranty as determined by Company in its sole discretion.
- f. Return of complete Equipment kit (transceiver, battery, manual, Original Equipment Manufacturer box, charger, etc.). See Schedule of Fees.
- g. A completed License Plate form and Packing Slip (provided by Company) noting the RMA for the box shipped.

h. Retailer must provide the tracking number for the RMA shipment back to the Company to Retailer's designated AT&T contact.

2. Defective or Dead on Arrival (DOA) Returns.

Retailer must meet all of the following requirements for DOA Returns:

- a. Returned by Subscriber within 14 days of purchase from Retailer or as otherwise required in the Company's Equipment Returns Policy for Subscribers.
- b. Retailer provides original receipts or other valid proof of purchase/proof of exchange as determined by Company in its sole discretion, and return receipts containing IMEI, date sold and date returned.
- c. A list of IMEI's for Equipment being returned and the requested credit amount must accompany the RA request before an RA will be given.
- d. Shipped to Company within 15 days of Retailer receiving Return Material Authorization Number ("RMA") from Company.
- e. Equipment must have no signs of physical abuse, liquid damage or other damage that would void manufacturer's warranty as determined by Company.
- f. Return of complete Equipment kit (transceiver, battery, manual, Original Equipment Manufacturer box, charger, etc.). See Schedule of Fees.
- g. A completed License Plate form and Packing Slip (provided by Company) noting the RMA for the box shipped.
- h. Retailer must provide the tracking number for the RMA shipment back to the Company to Retailer's designated AT&T contact.

3. Mis-Shipment Returns.

A Mis-Shipment is shipment of Equipment from Company to Retailer that was sent to the wrong Retailer location, a shipment containing incorrect Equipment, or a shipment containing more or less Equipment than was ordered by Retailer.

Retailer will receive full credit for mis-shipped Equipment, if the Equipment is returned to the Company within 10 days of Retailer's receipt of the Mis-Shipment unopened in the original packaging. Please notify your contact that Equipment has been mis-shipped and Company will work with you on correcting the situation. Short shipments will require your assistance with providing IMEI's for the missing phones.

4. Non-Returnable Equipment

Any Equipment not specified as being eligible for return in this Retailer Policy cannot be returned to Company for refunds or credits unless any contractual arrangements between the parties expressly provide otherwise. If non-eligible Equipment is returned to Company, that equipment will be rejected and shipped back to the Retailer, at Retailer's expense (See Schedule of Fees), along with a rejection letter stating the reason for rejection. Company will not be responsible for additional freight and/or handling charges for return shipments refused by Retailer. The following will not be accepted by Company for refunds or credits:

- a. Stored Value Cards, prepaid cards, and refill cards sold separately from the Equipment kits.
- b. SIM cards.
- c. Accessories including, but not limited to, batteries, earphones, and chargers.
- d. Equipment returned to the manufacturer under warranty claims.
- e. Equipment with voided manufacturer's warranty.
- f. Equipment received by Subscribers from insurance claims.
- g. Any items that are not purchased from or sold by AT&T
- h. Equipment that was not originally purchased by Retailer

- i. Overstock and/or Stock Balancing
- j. Damaged Equipment (i.e. Equipment having signs of physical abuse, liquid damage, or anything that would void manufacturer's warranty as determined by Company)
- k. Any SKU that AT&T has identified as "end of life" for more than one year
- l. Shipping cartons that contain multiple RMAs
- m. Shipping cartons missing both a completed license plate and RMA packing slip
- n. Loose phones and phones packed in something other than original box. (*Exception: GoPhone product can be returned in bags*)
- o. BRE and DOA returns that are missing the Proof of Purchase, the Proof of Return or Handwritten Proof of Purchase
- p. Equipment not included on the approved RMA
- q. Equipment on the approved RMA, but not in the shipping box (charge for missing phone, handling only, (See Schedule of Fees))

6. Credit for Returns

Company will evaluate each Retailer return against the requirements set forth in this Retailer Policy and determine whether or not Equipment returned by Retailer qualifies for credit to the Retailer. If Company determines the returned Equipment qualifies for a credit, Company will provide Retailer with the appropriate credit based on the current AT&T price list at the time of RMA creation. Company will post any credits to Retailer's accounts receivable balance. If Company determines that a return by Retailer is not eligible for return or otherwise does not qualify for a credit, the returned item will be sent back to the Retailer with an explanation as to why the credit was not issued. If the reason for not issuing a credit can be resolved by Retailer, the Equipment may be resubmitted for credit.

Schedule of Fees

- Accessories not in box when returned:
- Battery - \$10
- Wall charger - \$5
- Headset (when included) - \$5

- Return freight to Retailer Return Center (for devices ineligible for return) - \$5 per device
- Processing fee for ineligible return - \$6.50 per device
- Processing fee for Equipment on approved RMA but not in shipping box - \$5.95, (handling only)