



## **DESTRUCTDATA, INC.**

### **Return Policy for New, Custom-Built Data Wiping Equipment**

revised May, 2016

**Whereas DestructData, Inc, herein referred to as “DestructData” sells new, custom-built data wiping equipment, herein referred to as “Equipment”, to a customer, herein referred to as “Customer.” Custom-built data wiping equipment includes, but is not limited to, DestructData’s Cypher, PEEK, RED, Mobile Sanitization Lab and Decommissioning Station lines of data wiping equipment.**

By purchasing Custom-Built Data Wiping Equipment from DestructData, Customer agrees to the terms of the DestructData Equipment Return Policy.

### **Conditions of Return for Full Refund**

DestructData will accept return of new data wiping equipment and issue a refund only in circumstances in which all the following conditions are met.

1. Customer notifies DestructData of the fault(s) in a timely manner, and is able to demonstrate the fault(s) to DestructData.
2. Fault(s) is/are relevant to the central purpose of the equipment.
3. Customer provides reasonable time and cooperation for DestructData to correct the fault(s), and does not inhibit any corrective action.
4. Customer does not damage the equipment.
5. DestructData, by its own admission, recognizes the fault(s), and is unable to take corrective action to resolve.

In such instances, DestructData will authorize a Return Merchandise Authorization (RMA) number, and instructions for return of the equipment. Any refunds due will be paid within 30 days of receipt of the returned equipment, and following a complete inspection of the equipment confirming that it is free from damage. The parts and labor costs of any damage to the equipment while in the custody of the Customer will be detailed to the Customer, and will be deducted from any refund due to the Customer.

### **Customer-Initiated Order Cancellations, Post-Delivery**

In cases where the Customer requests a refund after using Equipment for the intended purpose of wiping storage, and one or more of the above conditions are not met, DestructData may deduct from any refund whichever of the following is greater:

- A) The established weekly rental rate for similar equipment for the duration (including partial weeks) of the Customer’s use of the equipment. (If the total rental amount exceeds payments for equipment, no refund shall be issued.)
- B) Restocking fee of 25% of the purchase price of the equipment



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### **Customer-Initiated Order Cancellations, Pre-Delivery**

In cases where the Customer chooses to cancel an order for Equipment after submitting a Purchase Order, but prior to shipment of the Equipment, a 15% restocking fee will be charged to the Customer. This restocking fee will be deducted from refund of any deposit paid, or will be invoiced to the Customer if no deposit has been paid.