

## **SWARM RETURN MATERIAL AUTHORIZATION ("RMA") PROCESS**

The RMA process assists our Commercial Customers when they have a warranty claim for Swarm Hardware or when they have problems with the Swarm Hardware outside the warranty period.

### **Warranty Repairs:**

For qualified in-warranty repairs, the Swarm Hardware must be returned with a "Proof-of-Purchase." A valid Proof-of-Purchase is defined as a dated document that clearly shows:

- The name, mailing address, email address, and telephone number of Commercial Customer
- Identification Number (device ID) of the Swarm Hardware
- Sale price, date of shipment to Commercial Customer and Activation Date (if any) for the Swarm Hardware

In the absence of a valid "Proof-of-Purchase", Swarm's ship date will be used to validate the warranty. The final determination of what is acceptable as a Proof-of-Purchase resides with Swarm.

### **Out-of-Box Failures:**

If Swarm Hardware fails when first turned on (out-of-the-box), the failure is considered a warranty incident. Claim must be made as soon as the failure is discovered.

### **Incorrect Purchase:**

If Swarm ships the wrong Swarm Hardware to Commercial Customer, Commercial Customer may return or exchange the unused and unopened Swarm Hardware in its original package to Swarm for a full refund. All requests for returns must be submitted within thirty (30) calendar days from receipt of invoice. Commercial Customer may return the Swarm Hardware to Swarm only with an RMA. The Swarm Hardware being returned must be received by Swarm within fourteen (14) days of issuance of the RMA. Returns on any other basis may be refused by Swarm.

### **No Returns:**

Swarm's Return policy is outlined in Section 3.5 of the Online Commercial Agreement. All payments for Swarm Hardware are non-refundable after the equipment has been shipped.

### **Return Process:**

1. Contact Swarm by email at [support@swarm.space](mailto:support@swarm.space) to request an RMA number.
2. Swarm will issue an RMA number. Once the RMA number is received, the item must be shipped to Swarm within fourteen (14) days. Swarm will provide Commercial Customer with specific instructions on where to mail/return item(s) with the RMA number. In most cases, returned items will be shipped to the following address:

Swarm Technologies, Inc.  
435 North Whisman Road, Suite 100  
Mountain View, CA 94043  
United States

3. Remove all personal data from the Swarm Hardware prior to return. Swarm is not responsible for any personal data left on or in a returned or exchanged unit.
4. Include the Proof-of-Purchase (if any) in the return package stating the reason for the return and the original receipt.
5. Items returned without an RMA will be refused delivery and the original shipper will be liable for return shipping costs.
6. Swarm will make commercially reasonable efforts to repair, or replace, and return the Swarm Hardware, with all return shipping paid by Swarm, within seven (7) to ten (10) business days after receipt.

### **Shipping Charges and Customs Information:**

Defective Swarm Hardware covered by warranty shall be returned to Swarm by Commercial Customer with shipping charges prepaid. Commercial Customer is responsible for all customs and duties charged at the port of return. All repairs or replacements performed while the Swarm Hardware is under warranty will be at Swarm's expense. Swarm will pay all "outgoing" shipping charges involved with returning repaired or replaced units to Commercial Customer that are under warranty. In those cases where customs and duties are imposed, Swarm will bear the cost of "incoming" customs taxes and duties.

Following the assignment of an RMA, Commercial Customer may ship to the location specified by Swarm. All Swarm Hardware shipped from Swarm must be shipped to a Commercial Customer location to comply with the U.S. Government export compliance regulations and tax requirements. Additionally, Swarm Hardware can be delivered only to countries or regions in the Territory.

### **Evaluation Costs:**

If Swarm Hardware is sent in for replacement, whether in or out of warranty, and the device is found not to be defective, Commercial Customer shall be liable, at Swarm's discretion, for all related costs, including, but not limited to, an evaluation fee, the replacement cost of the Swarm Hardware, if provided, and return shipping. If replacement Swarm Hardware has not already been provided, Swarm will return the non-defective Swarm Hardware to Commercial Customer with an indication that no defects were found.