

## **Policy 7: Return Policy for Non-Defective Products**

This policy is issued under and governed by the Authorized Dealer Agreement (the "Agreement") between The Music People ("TMP") and the Authorized Dealer (as defined in the Agreement). Each capitalized term not defined in this policy will have the meaning shown in the Agreement.

### **Authorization**

- A request for authorization to return any or all of the Products purchased by the Authorized Dealer from TMP (the "Products") must be submitted in writing to TMP prior to such return.
- Such request must include the item number(s), quantity to be returned, original invoice number(s) and date(s).
- Such authorization request must be sent to the attention of Customer Service (CS@musicpeopleinc.com).
- Such request must be received by TMP no later than four (4) months after the invoice date for each of the Products sought to be returned.
- Acceptance of such authorization request is at the sole discretion of TMP.
- A restocking fee may apply at TMP's and/or Vendors discretion.
- All returned items to TMP must be protected against damage and shipped in original packaging. TMP is not responsible damage due to shipping, Authorized Dealer will be required to file claims for damages with carrier.

If TMP agrees to accept such request, a Sales Return Order ("SRO") form will be sent listing: (1) the Products accepted for return (the "Returned Products") and (2) the SRO number and address to send return.

Following receipt of the SRO form, the Returned Products may be returned to TMP according to instructions on the SRO. All shipping costs must be prepaid by the Authorized Dealer, unless otherwise noted by TMP, and the SRO number must appear on the SHIPPING LABEL ONLY. TMP reserves the right to refuse any or all of the Products returned without proper authorization, improperly labeled or without the SRO number printed on the shipping label.

Credit will be issued for the original price paid by Authorized Dealer for the Products (excluding freight (unless otherwise noted by TMP, taxes and other incidental charges).

### **Requirements for the Returned Products**

- All of the Returned Products accepted for return must be shipped within thirty (30) days of receipt by the Authorized Dealer of the corresponding SRO form(s).
- The Returned Products must be undamaged and in new, re-salable condition in clean, intact and new unopened packaging with all components, peripherals, documentation and hardware present. Open packaging will be subject to an additional restocking fee.
- The Returned Products are subject to inspection by TMP or its designee(s) before credit will be issued by TMP to the Authorized Dealer. If any or all of the Returned Products are not in A-stocking resale condition, addition restocking fee will apply and will be deducted from such credit.
- The following items will not be accepted for return under any circumstances:
  - Non-stock items that cannot be returned to the manufacture or resold.
  - Obsolete or discontinued items
  - Special Order items, including without limitation those which have been modified for custom use
  - Specially manufactured items
  - Items purchased on promotion, including without limitation those subject to special pricing.

## **Policy 8: Return Policy for Defective TMP Products (On-Stage)**

This policy is issued under and governed by the Authorized Dealer Agreement (the "Agreement") between The Music People ("TMP") and the Authorized Dealer (as defined in the Agreement). Each capitalized term not defined in this policy will have the meaning shown in the Agreement.

### **Authorization**

- A request for authorization to return any or all of the TMP Products purchased by the Authorized Dealer from TMP (the "Products") must be submitted in writing to TMP prior to such return.
- Such request must include the item number(s), quantity to be returned, original invoice number(s) and date(s).
- Such authorization request must be sent to the attention of Customer Service (CS@musicpeopleinc.com).
- Such request must be received by TMP within the warranty period as of the invoice date for each of the defective Products sought to be returned and/or replacement sent.
- Acceptance of such authorization request is at the sole discretion of TMP.
- All returned items to TMP must be protected against damage and shipped in original packaging. TMP is not responsible additional damage due to shipping, Authorized Dealer will be required to file claims for damages with carrier.

Warranty Policy Returns: Consistent with the Warranty Policy, each Authorized Dealer in good standing may report allegedly defective TMP Products for determination of whether Products are covered under the warranty. If said Products are found to be defective and covered under the warranty, TMP's will at it's discretion do one of the following; (A) issue a credit at the lowest net acquisition price within the last 12 months (B) send replacement product of similar type and value (C) send replace parts. TMP Products for which a warranty claim is rejected will be scrapped by TMP with no credit issued, unless a request for return of such TMP Products is made upon issuance of the SRO number.

All returns under the Warranty Policy ("Warranty Returns") require advance approval as evidenced by a SRO number.

If TMP agrees to accept such request, a Sales Return Order ("SRO") form will be sent listing: (1) the Products accepted for return (the "Returned Products"), (2) the SRO number and address to send return and (3) TMP will issue a call tag for the return.

If an exchange is not available or requested, a credit will be issued for the original price paid by Authorized Dealer for the Products excluding freight (unless otherwise noted by TMP, taxes and other incidental charges).

### **Requirements for the Returned Products**

- All of the Returned Products accepted for return must be shipped within thirty (30) days of receipt by the Authorized Dealer of the corresponding SRO form(s).
- The Returned Products must be shipped back and in original packaging with all components, peripherals, documentation and hardware present.
- The Returned Products are subject to inspection by TMP or its designee(s) before credit will be issued by TMP to the Authorized Dealer. Addition restocking fee will apply and will be deducted from such credit if any or all of the Returned Good(s) are missing components or found not to be defective.

## **Policy 9: Return Policy for Defective Distribution Products (Pro-Audio)**

This policy is issued under and governed by the Authorized Dealer Agreement (the "Agreement") between The Music People ("TMP") and the Authorized Dealer (as defined in the Agreement). Each capitalized term not defined in this policy will have the meaning shown in the Agreement.

### **Authorization**

- A request for authorization to return any or all of the Distribution Products purchased by the Authorized Dealer from TMP (the "Distribution Products") must be submitted in writing to TMP prior to such return.
- Such request must include the item number(s), quantity to be returned, original invoice number(s) and date(s).
- Such authorization request must be sent to the attention of Customer Service (CS@musicpeopleinc.com).
- Such request must be received by TMP no later than thirty days (30) after the invoice date for each of the defective Distribution Products sought to be returned and replacement sent. (TMP reserves the right to refer the Authorized Dealer to the manufacturer directly if that is the product manufacturers' policy )
- Acceptance of such authorization request is at the sole discretion of TMP.
- A restocking fee may apply at TMP's and/or Vendors discretion.
- All returned items to TMP must be protected against damage and shipped in original packaging. TMP is not responsible damage due to shipping, Authorized Dealer will be required to file claims for damages with carrier.
- Distribution Products that are sent to TMP without a Return Authorization Number will be returned to the sender un-repaired at the sender's expense.
- Distribution Products damaged due to negligence, misuse, or abuse, is not covered under this policy..
- Depending on the warranty of the manufacturer, the product may be returned to directly to the manufacturer for repairs and parts. The manufacturer may charge for any repairs or parts provided at their discretion.

Distribution Products reported defective after 30 days from the TMP invoice date are subject to the manufacturers' warranty policy for repair and/or replacement. TMP will not accept return(s) or provide advance replacement(s) of defective items after the 30 day period from invoice. Authorized Dealer will need to contact manufacture directly for warranty service.

If TMP agrees to accept such request, a Sales Return Order ("SRO") form will be sent listing: (1) the Distribution Products accepted for return (the "Returned Distribution Products"), (2) the SRO number and address to send return and (3) TMP will issue a call tag for the return.

If an exchange is not available or requested, a credit will be issued for the original price paid by Authorized Dealer for the Distribution Products excluding freight (unless otherwise noted by TMP, taxes and other incidental charges).

### **Requirements for the Returned Distribution Products**

- All of the Returned Distribution Products accepted for return must be shipped within thirty (30) days of receipt by the Authorized Dealer of the corresponding SRO form(s).
- The Returned Distribution Products must be shipped back and in original packaging with all components, peripherals, documentation and hardware present.
- The Returned Distribution Products are subject to inspection by TMP or its designee(s) before credit will be issued by TMP to the Authorized Dealer. Addition restocking fee will apply and will be deducted from such credit if any or all of the Returned Good(s) are missing components or found not to be defective.