



RETURNS POLICY

Revised 28-DEC-2020

THIS POLICY CONTAINS IMPORTANT INFORMATION REGARDING HOW AND WHEN MATERIALS MAY BE RETURNED TO MIRACHEM. Printed versions of this document may not reflect the most current information. The most current revisions may always be found online at Mirachem.com/returns. Additional information may be obtained by contacting Mirachem's Customer Support Department, online at Mirachem.com/support, or by calling toll free 800-847-3527.

I. STANDARD SALES TERMS AND CONDITIONS

This document references Mirachem's Standard Sales Terms and Conditions (online at Mirachem.com/salesterms), which are incorporated herein by reference. Capitalized terms not otherwise defined in this document shall have the same meaning as defined in the Standard Sales Terms and Conditions.

II. OTHER AGREEMENTS

From time to time, Mirachem may enter into Other Agreements which may contain provisions that conflict with or otherwise alter the terms and conditions contained herein. In such cases, these other properly executed Other Agreements shall control, and the terms and conditions contained therein shall supersede and replace or amend this policy to the extent called for in the Other Agreement(s). Any provisions of this policy which are not specifically altered by such Other Agreement(s) shall remain in force.

III. RETURN MATERIALS AUTHORIZATION

Customers wishing to return Product(s) to Mirachem must first obtain a Return Materials Authorization (RMA). An RMA may be obtained by contacting Mirachem's Customer Support Department (online at Mirachem.com/support or by calling toll free 800-847-3527). Mirachem shall be under no obligation to accept shipment of any goods returned without a valid RMA.

IV. RETURNS DUE TO MIRACHEM ERROR

If the return shipment is necessary due to Mirachem's error, Mirachem shall be responsible for making necessary arrangements to effect the Product(s) return, as well as for payment of any freight charges.

V. SHIPPING ARRANGEMENTS

Unless otherwise agreed upon, all return shipments shall be made at Customer's expense. Mirachem and Customer may also agree that Mirachem will act as facilitator to effect the return shipment.

Customer shall also:

- a. Warrant to Mirachem that designated carrier has all necessary licenses, permits, insurance and facilities appropriate to a common carrier, and complies with all requirements and practices of the National Motor Freight Traffic Association.
- b. Be responsible for, or ensure that its designated carrier is responsible for, any damages to Mirachem facilities or equipment as a result of any culpable act or omission by carrier, or failure of carrier's equipment, while on Mirachem property.
- c. Assume all liability and responsibility for monitoring, tracking or other management activities associated with the shipment or its delivery, as well as the obligation to work directly with the carrier on any delay, loss or damage situation which may arise.
- d. Be responsible for, or ensure that its designated carrier is responsible for, any expenses, fines, fees or other charges incurred by Mirachem as a result of, or as needed to resolve an instance of, carrier's failure to safely and successfully transport and deliver shipment in compliance with applicable laws and reasonable industry standards.
- e. Be prohibited from shipping return goods to Mirachem with the "Section 7" endorsement on the Bill of Lading as described in the National Motor Freight Classification.

VI. SHIPPING PREPARATION

Unless otherwise agreed upon, Customer shall be responsible for packaging and preparing shipment for return shipment, using original packaging materials, and in a manner consistent with standard industry practices. Customer shall also be obligated to provide reasonable accommodations and facilities to facilitate carrier pickup.

VII. OWNERSHIP OF RETURNED GOODS

Ownership of return goods shall transfer to Mirachem upon receipt and acceptance of the shipment by Mirachem.

VIII. PUBLICATION AND MAINTENANCE

Mirachem shall publish this entire policy on its website, and make copies reasonably available at no charge, upon request, to any interested party. Mirachem shall also maintain records regarding the versioning of this policy, and historical copies of previous versions and their applicable effective date(s).

IX. EXPLICIT CONSENT NOT REQUIRED

Customer's explicit consent to and/or acknowledgement of this policy is not required for it to have full force and effect.

X. INTERPRETATION

Whenever possible, each provision of this policy shall be interpreted so as to be effective and valid under applicable law, but if any portion of any provision shall be invalid or prohibited by applicable law, such portion shall not invalidate the remaining provisions. All headings contained herein are for reference purposes only and shall not affect the interpretation of this policy.

XI. CHOICE OF LAW AND FORUM

All aspects of this policy, including, without limitation, its enforcement, interpretation, and validity, shall be governed by the laws of the State of Arizona, United States of America or, to the extent applicable, federal law of the United States of America. In any litigation subsequently arising out of this policy, Mirachem and Customer hereby submit to the exclusive jurisdiction of the state or federal courts of Maricopa County, Arizona, United States of America.