

## MICO, INC. DISCRETIONARY RETURNS POLICY

All sales of MICO, Inc. ("MICO") products and parts ("MICO Products") are final. In the sole discretion of MICO, MICO may permit or accept a return of a MICO Product for credit to your account.

Any return of MICO Products must be authorized in advance by MICO. You must obtain a return goods authorization ("RGA") from MICO for any return by contacting MICO at <a href="https://www.mico.com">www.mico.com</a> and following the Return Goods Procedure found under CUSTOMER SERVICE...RETURNS, or by contacting your MICO Customer Service Representative. In the event MICO does authorize a return of your MICO Product, MICO will issue you an RGA number which must accompany the MICO Product being returned.

Unless otherwise agreed in writing by MICO, all MICO Products returned for credit must be new, unused and in their original packaging. MICO may refuse to accept an authorized return if the MICO Product does not meet the preceding standards.

All MICO Products returned are subject to inspection and acceptance by MICO.

All MICO Products returned are subject to a minimum 15% restocking fee. The actual restocking fee shall be determined by MICO in its sole discretion. MICO will notify you in advance of acceptance of returned MICO Product if the restocking fee exceeds 15% of the invoice value of the MICO Product.

All MICO Products must be returned freight prepaid. You bear all risk of loss or damage to MICO Products being returned to MICO until received by MICO or, with regard to any MICO Products returned to you, from the MICO dock.

For all MICO Products returned which MICO accepts, MICO will credit your account with the invoice value of the particular MICO Product(s) as originally invoiced to you, less taxes, shipping, and other allowances, the restocking fee and any freight or other charges due and owing as a result of the return.

In the event a MICO Product is returned to MICO that does not meet the standards set forth above, MICO will offer you the following options:

- 1. The MICO Product can be returned to you, subject to charges for freight incurred by MICO in returning the MICO Product to you;
- 2. You can request that MICO dispose of the returned MICO Product without compensation to you; or
- 3. MICO, depending on the condition of the returned MICO Product and the ability of MICO to utilize the MICO Product or components thereof, may make an offer to you to repurchase the MICO Product at a value less than the invoice value, as adjusted. You must specifically accept such offer in writing.

MICO will contact you to obtain your instructions as to the disposition of the returned MICO Products. If you do not respond or do not authorize the return of the MICO Product within thirty (30) days of MICO attempting to contact you, MICO may dispose of the returned MICO Product without liability and without compensation to you.



You represent and warrant that you have good title to the MICO Products being returned, that there are no liens or other encumbrances on the returned MICO Products and that the returned MICO Products are not damaged, inoperable or otherwise defective. On acceptance of returned MICO Products and entry of a credit to your account, or in the event the MICO Products are otherwise disposed of as authorized under this policy, title to the returned MICO Products shall pass to MICO.

The foregoing constitutes the MICO policy on returns of MICO Products. Nothing contained in this Discretionary Returned Goods Policy is intended to or will supersede, modify or replace the MICO Limited Warranty or any rights or obligations thereunder.

This policy and the transactions contemplated hereunder are governed by the laws of the State of Minnesota without regard to its conflicts of laws provisions.

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