

AGILENT ORDER CANCELLATION AND PRODUCT RETURN POLICY

POLICY DESCRIPTION

This policy allows customers of Agilent Technologies to cancel orders and return products under limited circumstances and subject to certain conditions. For order cancellation, the policy addresses orders for standard products and orders for custom products. For product returns, the policy explains Agilent approval processes, product eligibility criteria, associated return charges, and credit releases.

ORDER CANCELLATION

A. Standard Products

Customers may cancel orders for products prior to delivery for any reason. If Agilent receives notice of cancellation prior to shipment by Agilent, there will be no charges or fees assessed. If Agilent receives notice of cancellation during or after shipment but prior to delivery to the customer, Agilent may at its discretion charge 15% of the net purchase price of the product as a return/restocking fee.

B. Custom Products

Unless specified in an existing contract, orders for custom products (i.e., products *designed, manufactured or configured to meet specific customer requirements*) may not be cancelled without Agilent approval. Cancellation approvals may be subject to cancellation charges and/or fees.

PRODUCT RETURNS

A. Approval Processes

The requirements for product return are as follows:

- 1) The product is eligible for return under section (B) below.
- 2) The customer makes the request for return within 60 days of the applicable product's shipment date.
- 3) The request is not a claim that the product is defective (product defect claims are not covered by this policy, but rather by the warranty terms in the applicable customer contract or the Agilent Warranty Policy).

Upon approval for a product return, Agilent will issue a "return authorization number" to the customer, which may be used at any time within the next 30 days to return the product to Agilent.

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PRODUCT RETURNS (Continued)

B. Product Eligibility

Products are eligible for return to Agilent as follows:

- 1) When the product has been ordered by the customer in error, the following types of products are NOT eligible for return:
 - Custom products (i.e, products *designed, manufactured or configured to meet specific customer requirements*);
 - Repair parts that are flagged by Agilent as non-returnable; and
 - Products with expired shelf life.
- 2) When there is an Agilent error associated with the product, including the following:
 - the Customer receives a product different from the product ordered;
 - the Customer receives a product damaged in transit; or
 - the customer receives a “DOA” (dead on arrival) product
- 3) Any product that is identified as eligible for return by Agilent.

C. Product Return Charges

- 1) For returns based on customer error, Agilent may at its discretion charge 15% of the net purchase price of the product as a return/restocking fee. If a return fee is charged, it may be deducted from the return credit to the customer.
- 2) For returns based on customer error where the customer has operated the product, Agilent may at its discretion charge an additional fee for the refurbishment of the product. If a refurbishment fee is charged, it may be deducted from the return credit to the customer.
- 3) For returns based on customer error, the customer will pay return freight charges to the Agilent specified location.
- 4) For returns based on Agilent error, Agilent will pay return freight charges and the customer will not be charged any return/restocking or refurbishment fees.

D. Release Of Credit

Credit memoranda over US\$500 (or the local currency equivalent) will not be issued to the customer until the product has been physically received by Agilent. In its discretion Agilent may provide credit memorandums under \$500 to the customer prior to product receipt.

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PRODUCT RETURNS (Continued)

Credit memorandums are calculated as follows: the original invoice amount less any of the charges listed in Section (C) above. Post-invoice price changes to the subject product, both decreases and increases, will not affect the credit calculation.

Credit memorandums will be issued to customers within 15 working days from the date the subject product has been physically received by Agilent.

PRECEDENCE

In the event and to the extent of a conflict between the terms of any customer contract and the terms of this policy, the terms of the customer contract will take precedence.

