



## ZF Off-Highway Solutions Minnesota Inc. DISCRETIONARY RETURNS POLICY

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

Any return of ZF Products must be authorized in advance by ZF Off-Highway Solutions Minnesota Inc.. You must obtain a return goods authorization ("RGA") from ZF Off-Highway Solutions Minnesota Inc. for any return by contacting ZF Off-Highway Solutions Minnesota Inc. at [www.mico.com](http://www.mico.com) and following the Return Goods Procedure found under CUSTOMER SERVICE...RETURNS, or by contacting your ZF Off-Highway Braking Solutions Customer Service Representative. In the event ZF Off-Highway Solutions Minnesota Inc. does authorize a return of your ZF Product, ZF Off-Highway Solutions Minnesota Inc. will issue you an RGA number which must accompany the ZF Product being returned.

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

All ZF Products returned are subject to inspection and acceptance by ZF Off-Highway Solutions Minnesota Inc..

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

All ZF Products must be returned freight prepaid. You bear all risk of loss or damage to ZF Products being returned to ZF Off-Highway Solutions Minnesota Inc. until received by ZF Off-Highway Solutions Minnesota Inc. or, with regard to any ZF Products returned to you, from the ZF Off-Highway Solutions Minnesota Inc. dock.

For all ZF Products returned which ZF Off-Highway Solutions Minnesota Inc. accepts, ZF Off-Highway Solutions Minnesota Inc. will credit your account with the invoice value of the particular ZF 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.

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### ZF Group

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In the event a ZF Product is returned to ZF Off-Highway Solutions Minnesota Inc. that does not meet the standards set forth above, ZF Off-Highway Solutions Minnesota Inc. will offer you the following options:

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

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

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

The foregoing constitutes the ZF Off-Highway Solutions Minnesota Inc. policy on returns of ZF Products. Nothing contained in this Discretionary Returned Goods Policy is intended to or will supersede, modify or replace the ZF Off-Highway Solutions Minnesota Inc. 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.

