

## RETURNS POLICY

**Firstmark Consultancy Ltd, and its trading names, is a manufacturer and wholesale distributor to the trade. We do not sell direct to the public.**

### **Returns for damage**

The Buyer shall inspect the goods for visible signs of damage on receipt. If damaged, the Buyer should refuse the goods if there is intent to reject. Notwithstanding this, any damage, or non-compliance against any part of the contract on our (FMC) part, must be notified to us in writing within 5 working days of receipt of goods.

### **Returns under warranty**

Goods to be returned for a manufacturing fault that develops within the warranty period are subject to the terms of the warranty. No returns will be accepted for product that is outside of warranty or does not meet the criteria for claim under warranty, including but not limited to, product that has been modified, defaced, improperly used, improperly installed, had original labels and/or serial number removed or tampered with, or been subject to unauthorised repair.

### **Condition of goods**

Other than goods refused at point of receipt for damage, no returns can be accepted without our express agreement. All product returned should be intact, including, as applicable, the complete casing and all internal parts with batteries as supplied. Where possible product should be in its original packaging.

### **Acceptance of return**

Upon inspection by us, if goods are deemed to be damaged or faulty, then the Buyer shall be entitled to replacement goods, or at our discretion, a full refund or repair.

Where goods returned are found to be damaged or defective due to the Buyer's fault or negligence (or that of a third party), or no defect is found, then no claim will be accepted by us and the Buyer will be liable for all costs incurred by us (including delivery costs, if applicable).

### **Discretionary returns**

If we, at our sole discretion, should agree to accept a return of goods from the Buyer that are in full prime condition but which the Buyer no longer requires, the Buyer is liable for all delivery costs (where applicable) and a restocking fee of 15% shall be charged. If we accept the return of goods under these circumstances, goods **MUST** be in full prime condition as supplied, intact with all parts, in their original packaging and in an unused condition.

### **Replacement**

Advanced replacements will be invoiced at full cost.

### **Branded Products**

Where products have been branded specifically for a Buyer, any returns will be reworked but not credited. Branded products outside of their warranty will be offered a chargeable repair service.

Signed by:

Daniel Kelsey, Director

Date: May 2026