

AVANZA EQUIPMENT, LLC

Sales Return Policy

Effective: 2026 | Applies to: Tool Sales | Governed by Texas Law

1. Policy at a Glance

The table below summarizes the key terms of Avanza Equipment's Sales Return Policy. This document applies exclusively to product sales and is separate from AEL's Equipment Rental Return Policy.

Return Window	15 calendar days from the date of purchase
Eligible Products	Unopened tools and power tools only (all brands carried by AEL, including Husqvarna, Multiquip, HILTI, and others)
Non-Returnable Products	Lumber, rebar, steel, concrete supplies — ALL SALES FINAL
Condition Required	Unopened, unused, original packaging, serial number intact
Restocking Fee	10% of purchase price on all approved tool returns
Return Shipping	Customer's responsibility by default; AEL discretion for exceptions
Refund Method	Original payment method; processed within 10 business days of acceptance
Receipt Required	Yes — original receipt or order confirmation required
Governing Law	State of Texas; disputes subject to binding arbitration per AAA Rules

2. Scope & Applicability

This policy governs all sales of products by Avanza Equipment, LLC, including all tools and power tools carried by AEL (including but not limited to Husqvarna, Multiquip, and HILTI) as well as construction materials. It does not apply to equipment rentals, which are governed by the AEL Rental Contract Terms and Conditions.

By completing a purchase from AEL, the buyer acknowledges and agrees to the terms of this Sales Return Policy. This policy constitutes the entire agreement between AEL and the buyer with respect to product returns, exchanges, and refunds, and supersedes all prior representations, advertising, and verbal agreements.

3. Product Return Eligibility

Return eligibility is strictly determined by product category. The following table defines what is and is not returnable. AEL's determination is final.

Product Category	Returnable?	Conditions / Notes
Tools & Power Tools — All Brands (incl. Husqvarna, Multiquip, HILTI)	YES*	Unopened only. Within 15 days. 10% restocking fee. Original packaging & serial number required.
Lumber (all species, grades, cuts)	NO	All sales final. No exceptions for cut, custom, or standard-length lumber.
Rebar & Steel Products	NO	All sales final. Includes standard stock, cut lengths, and custom orders.
Concrete Supplies (bags, admixtures, forms, accessories)	NO	All sales final. Includes opened and unopened bags, admixtures, accelerators, and form materials.
Special Orders (any category)	NO	All special-order items are non-cancellable and non-returnable regardless of product type.

WHY CONSTRUCTION MATERIALS ARE FINAL SALE

- Lumber is susceptible to moisture, warping, and handling damage the moment it leaves our facility — condition cannot be verified on return.
- Rebar and steel may be cut, bent, or contaminated in the field, making resale impossible.
- Concrete supplies (bags, admixtures) degrade upon exposure to humidity and cannot be certified as uncompromised once sold.
- Special orders are procured exclusively for your project and cannot be restocked.

4. Tool Return Condition Requirements

All tool returns — regardless of brand — must meet every condition listed below. AEL will inspect each returned item against these requirements before issuing any credit or refund. Any item that fails a single condition will be rejected and returned to the customer at the customer's expense.

Condition Requirement	Detail
Packaging	Original manufacturer box, undamaged, all inserts and foam intact
Seal / Shrink Wrap	Factory seal must be unbroken; once opened the item is considered used
Serial Number	Manufacturer serial number tag must be present and unaltered
Accessories	All included accessories, manuals, blades, bits, and cords must be present
Condition	Unused — no signs of operation, wear, dust, fuel, oil, or field use
Receipt	Original purchase receipt or AEL order confirmation required at time of return

Return Window

Must be initiated and physically received by AEL within 15 calendar days of purchase date

ITEMS THAT WILL BE AUTOMATICALLY REJECTED

- Any tool that has been opened, powered on, test-fired, or used in any way
- Tools missing original packaging, accessories, manuals, or blades/bits
- Items with tampered, scratched, or missing serial number tags
- Tools returned more than 15 calendar days from the date of purchase
- Items returned without a valid AEL-issued RMA number
- Tools showing any signs of field use: dust, oil, fuel residue, surface wear, or concrete contact
- Demo units, floor models, and clearance items sold as-is

5. Restocking Fee

A restocking fee of 10% of the original purchase price will be deducted from all approved tool returns. This fee is non-negotiable and applies regardless of the reason for return.

The restocking fee covers AEL's costs of inspection, repackaging, re-inventory, and the administrative processing of the return. It is not a penalty — it reflects the actual cost incurred by AEL when a sold item re-enters inventory.

RESTOCKING FEE EXAMPLE

- Original purchase price: \$800.00
- Restocking fee (10%): -\$80.00
- Refund to customer: \$720.00 (issued to original payment method within 10 business days of accepted return)

6. Return Process — Step by Step

To initiate a return, customers must follow the process below in order. Returns initiated outside this process will not be accepted, and AEL assumes no liability for unsolicited shipments or deliveries.

1**Contact AEL Within 15 Days**

Call or email AEL directly within 15 calendar days of your purchase date to initiate a return. Do not ship or transport items without prior authorization. Unauthorized returns will not be accepted.

2**Receive a Return Merchandise Authorization (RMA)**

AEL will review your request and issue a Return Merchandise Authorization number if the return is approved. Your RMA number must appear on the outside of the return packaging.

3**Pack the Item Securely in Original Packaging**

Repack the tool in its original manufacturer packaging with all accessories, manuals, and components included. AEL is not responsible for items damaged during return transit due to inadequate packaging.

4**Ship or Deliver to AEL**

Return transport is the customer's responsibility and expense by default. If AEL determines an exception applies (e.g., AEL fulfillment error), AEL will provide a prepaid return label or arrange pickup at its sole discretion.

5**AEL Inspection & Acceptance**

Upon receipt, AEL will inspect the item against the condition requirements in Section 4. AEL reserves the right to reject any return that does not meet these requirements. Rejected items will be returned to the customer at the customer's expense.

6**Refund Issued (Less Restocking Fee)**

If the return is accepted, a refund will be issued to the original payment method, less the 10% restocking fee. Refunds are processed within 10 business days of acceptance confirmation.

7. Return Shipping & Transport

7.1 Customer Responsibility (Default)

By default, the customer is solely responsible for all costs, risks, and logistics associated with returning an item to AEL. This includes:

- All freight, courier, or trucking costs
- Adequate packaging to prevent damage in transit
- Insurance for the full replacement value of the item during transit
- Any customs, duties, or regulatory fees applicable to the shipment

AEL is not responsible for items lost, stolen, or damaged during return transit. Risk of loss remains with the customer until the item is physically received and signed for by AEL personnel.

7.2 AEL-Covered Return Transport (Exception Only)

At AEL's sole discretion, AEL may elect to cover return transport costs in the following limited circumstances:

- AEL shipped the wrong item due to an internal fulfillment error
- The item arrived to the customer in a damaged condition due to AEL's packaging failure

In these cases, AEL will issue a prepaid return label or arrange pickup directly. This exception does not apply to buyer's remorse, project changes, order quantity errors made by the customer, or any other circumstances not listed above.

IMPORTANT: UNSOLICITED RETURNS

- Do not return any item to AEL without first obtaining a valid RMA number.

- Unsolicited returns that arrive at AEL without prior authorization will be refused and returned to sender at the customer's expense.
- AEL assumes no custody, liability, or storage obligation for unauthorized returns.

8. Manufacturer Warranties — Husqvarna, Multiquip & HILTI

AEL is an authorized dealer for multiple tool and power tool brands, including Husqvarna, Multiquip, and HILTI. All tools sold by AEL are covered by the respective manufacturer's warranty program, which is separate from and in addition to this Sales Return Policy.

If a purchased tool experiences a defect in materials or workmanship after the 15-day return window has closed, the customer's recourse is through the manufacturer's warranty program — not AEL's return policy. AEL will assist customers in directing warranty claims to the appropriate manufacturer service channel.

MANUFACTURER WARRANTY CONTACTS

- Husqvarna: Warranty service and authorized repair centers — [husqvarna.com](https://www.husqvarna.com) or 1-800-HUSQVARNA
- Multiquip: Product warranty and service support — [multiquip.com](https://www.multiquip.com) or contact your regional Multiquip distributor
- HILTI: Hassle-Free Service (HFS) and warranty claims — [hilti.com](https://www.hilti.com) or 1-800-363-4458

Warranty coverage terms, durations, and exclusions vary by brand and product. AEL makes no representations regarding manufacturer warranty terms, which are solely governed by each manufacturer's published warranty documentation included with the product.

9. Additional Non-Returnable Conditions

The following circumstances void return eligibility for tool purchases, regardless of whether the 15-day window has elapsed:

- Item has been registered with the manufacturer
- Item has been used, operated, or powered on for any purpose
- Original packaging has been opened, destroyed, or discarded
- Serial number has been removed, altered, or obscured
- Item was purchased as a demo, floor model, or clearance item
- Item was part of a special or custom order
- Item was purchased with a contractor account discount exceeding 10% — subject to AEL discretion
- Customer cannot produce the original AEL receipt or order confirmation

10. Refunds & Credits

Upon acceptance of a return, AEL will process a refund as follows:

- Refund Method: Issued to the original payment method on file (credit card, ACH, check, or account credit as applicable)
- Processing Time: Within 10 business days of AEL's acceptance confirmation
- Restocking Fee: 10% will be deducted from the refund amount prior to issuance
- Return Shipping: Not refunded unless the return was caused by an AEL fulfillment or packaging error

AEL does not issue cash refunds. Store credit may be offered in lieu of a monetary refund at AEL's discretion for approved returns. Tax amounts refunded will be in accordance with applicable Texas tax regulations.

NO EXCHANGES

- AEL does not process direct exchanges. If a customer wishes to return an approved item and purchase a different item, they must complete the return process and place a new separate order.
- The new order is subject to current pricing and availability at the time of the new purchase.

11. Disputes & Governing Law

This Sales Return Policy is governed by the laws of the State of Texas. Any dispute arising from a sales transaction, return decision, or refund amount that cannot be resolved informally with AEL shall be submitted to binding arbitration under the Rules of the American Arbitration Association before a single arbitrator at a location selected by AEL.

Buyers waive the right to participate in any class action, collective action, or jury trial in connection with any dispute arising under this policy. All civil actions must be filed in the federal, state, or local courts in or nearest to Harris County, Texas.

CONTACT AEL TO RESOLVE DISPUTES FIRST

- Before initiating formal arbitration proceedings, buyers must contact AEL directly to attempt informal resolution.
- Most return disputes can be resolved quickly by providing documentation (receipt, photos, RMA correspondence).
- AEL's return decisions are final but may be reconsidered upon presentation of new documentation.

12. Contact Information

To initiate a return, request an RMA, or ask questions about this policy, contact Avanza Equipment, LLC directly. Contact information is listed on your purchase receipt or order confirmation. All return

communications should be made in writing and reference your order number and RMA number (once issued).

*Avanza Equipment, LLC | Texas Limited Liability Company | Governed by Texas Law
This document governs all product sales. It does not apply to equipment rentals, which are governed by the AEL Rental Contract.*