

MenuSifu Hardware Return and Condition Policy

Effective Date: January 22, 2026

This Hardware Return and Condition Policy (the “**Policy**”) supplements and forms part of the MenuSifu Order Form Terms and the Master Services Agreement (<https://www.menusifu.com/legal/master-services-agreement>). This Policy governs the condition requirements, inspection procedures, and fee assessment for any Hardware returned to MenuSifu by Customer under the Buyout Terms or SaaS Terms of the applicable Order Form.

I. Hardware Return Condition Requirements

1. **Good Working Condition.** All Hardware returned to MenuSifu must be in good working condition and fully functional, with only normal wear and tear resulting from ordinary and proper use acceptable. Hardware showing signs of abnormal wear, damage, or modification shall not be considered in acceptable return condition.
2. **Complete Return.** Customer must return all Hardware items specified in the applicable Order Form, including all components, accessories, cables, power adapters, mounting hardware, user manuals, and original packaging materials provided by MenuSifu. Missing items or incomplete returns shall be subject to fees as specified in Section 3 below.
3. **Proper Packaging and Shipping.** Customer shall pack all returned Hardware securely and appropriately to prevent damage during transit. Customer shall select a reasonable and reliable shipping carrier and method with appropriate insurance coverage. Hardware damage resulting from inadequate packaging, improper shipping methods, or Customer’s failure to take reasonable protective measures during return shipment shall be deemed damage caused by Customer and subject to applicable fees under this Policy.
4. **Unacceptable Conditions.** Without limiting the foregoing, the following conditions shall render returned Hardware unacceptable and subject to fees under Section 3:
 - Physical damage including but not limited to cracked screens, broken housings, liquid damage, or non-functional components;
 - Excessive wear beyond normal use, including significant scratches, dents, discoloration, or cosmetic damage that affects resale value;
 - Unauthorized modifications, repairs, or alterations to Hardware;
 - Missing or damaged serial numbers, identification labels, or warranty seals;
 - Hardware that fails MenuSifu’s standard functionality testing or quality control inspection;
 - Hardware returned without proper packaging resulting in shipping damage;
 - Any condition that renders Hardware unsuitable for resale, refurbishment, or redeployment.

II. Inspection and Assessment Process

1. **Right to Inspect.** MenuSifu reserves the right to thoroughly inspect all returned Hardware to assess its condition, functionality, and completeness. Such inspection shall occur within a reasonable time following MenuSifu’s receipt of the returned Hardware.

2. **Assessment Criteria.** MenuSifu shall assess returned Hardware based on the following criteria: (a) physical condition and appearance; (b) functional performance and operational testing results; (c) completeness of returned items; (d) compliance with Section 1 requirements; and (e) estimated cost to restore Hardware to resalable or re-deployable condition.
3. **Inspection Results Notice.** Following inspection, MenuSifu shall provide Customer with written notice (which may be delivered via email) of the inspection results, including: (a) identification of any deficiencies, damage, or missing items; (b) determination of whether such conditions result from Customer's actions or failure to comply with this Policy; and (c) calculation of applicable fees pursuant to Section 3.
4. **Documentation.** MenuSifu may document the condition of returned Hardware through photographs, test reports, or other reasonable means. Customer acknowledges that MenuSifu's documented assessment shall be presumed accurate unless Customer provides clear and convincing evidence to the contrary within ten (10) business days of receiving MenuSifu's inspection notice.

III. Fee Assessment and Payment

1. **Customer Responsibility.** Customer shall be responsible for and shall pay all fees, costs, and expenses reasonably incurred by MenuSifu to address any Hardware damage, deficiency, or non-compliance with this Policy that results from Customer's actions, negligence, or failure to comply with the requirements set forth in Section 1.
2. **Types of Assessable Fees.** Without limitation, MenuSifu may assess reasonable fees for:
 - Repair costs to restore damaged Hardware to functional condition;
 - Refurbishment costs to restore Hardware to resalable condition, including parts, labor, and reconditioning;
 - Replacement costs for missing components, accessories, or items;
 - Fair market value of Hardware that cannot be economically repaired or refurbished;
 - Reasonable inspection, testing, and administrative costs incurred in assessing returned Hardware;
 - Disposal costs for Hardware deemed unsalvageable or uneconomical to repair.
3. **Fee Calculation.** All fees shall be calculated based on MenuSifu's reasonable assessment of actual costs incurred or fair market value, as applicable. For standard repair or replacement scenarios, MenuSifu may apply predetermined fee schedules based on typical market rates. Customer may request detailed cost documentation for any assessed fees.
4. **Payment Methods.** MenuSifu may, at its sole discretion:
 - Deduct assessed fees directly from any deposit, security amount, credit balance, or other funds held by MenuSifu on Customer's behalf; or
 - Issue a separate invoice to Customer for payment of assessed fees, which shall be due and payable within thirty (30) calendar days of invoice date unless otherwise specified.
5. **Payment Default.** In the event Customer fails to pay any invoice for assessed fees within the specified payment period, MenuSifu may exercise any and all remedies available under the Order Form, MSA, or applicable law, including but not limited to: (a) suspension of services; (b) collection actions; (c) assessment of interest on overdue amounts at the maximum rate permitted by law; and (d) recovery of reasonable collection costs and attorney's fees.

6. **No Waiver.** MenuSifu's acceptance of returned Hardware or failure to immediately assess fees shall not constitute a waiver of MenuSifu's rights under this Policy. MenuSifu may assess fees within a reasonable time following inspection and discovery of deficiencies.

4. General Provisions

1. **Integration with Other Terms.** This Policy supplements and is incorporated into the applicable Order Form and MSA. In the event of any irreconcilable conflict between this Policy and the Order Form regarding Hardware return condition requirements and fee assessment, this Policy shall prevail.
2. **Customer Acknowledgment.** By executing an Order Form that references this Policy or by returning Hardware to MenuSifu, Customer acknowledges having read, understood, and agreed to comply with all terms and conditions set forth in this Policy.
3. **Amendments.** MenuSifu reserves the right to amend this Policy from time to time by posting an updated version at its website. Material changes shall apply to Hardware returns occurring after the effective date of such amendments.
4. **Governing Law.** This Policy shall be governed by and construed in accordance with the governing law provisions set forth in the MSA.
5. **Severability.** If any provision of this Policy is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall continue in full force and effect.