Code of Ethics

The following Code of Ethics ("Code") signifies the dedication of the Members of the United Networking Equipment Dealers Association (UNEDA) to maintain the highest level of ethics and responsibility in their relationship with each other.

Our objective is to maintain and enforce high standards of ethical professional practices, which will make membership in the Association a recognized mark of experience, stability, reliability, integrity, and competence.

This Code of Ethics applies to all UNEDA Members, including Voting Members, Non-Voting Members, and Industry Service Members. Certain provisions apply only to Members engaged in buying and selling networking equipment.

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ARTICLE 1 - Conduct

UNEDA Members shall conduct themselves in such a manner as to bring credit to our industry and to enhance the reputation of our industry. We will avoid all conduct that discredits our industry.

ARTICLE 1A – Stolen or non-merchantable equipment.

A Member who purposefully steals or willfully sells stolen equipment is subject to immediate expulsion from UNEDA. Member-Sellers are responsible for clear title passing to the Buyer. If there is an unreasonable delay in passing title, regardless of fault, the Member-Seller must make the Buyer whole. If any recognized government authority asserts in writing to the Buyer that the Seller may not have clear title to the equipment, and if the Buyer sends a copy of the written assertion to the Seller, then the Buyer is thereby granted the right to return the equipment to the Seller, and Buyer may immediately demand an acceptable replacement or refund of any and all payments made. If the Buyer receives a lawful Writ from any recognized government authority and is legally compelled to surrender the equipment to government authorities, then the Seller shall immediately and unconditionally refund any and all payments to the Buyer.

ARTICLE 1B – Counterfeit Equipment

- **i.** UNEDA does not condone the sale, purchase, or transfer of counterfeit equipment.
- **ii.** A Member who knowingly traffics in counterfeit equipment is in violation of this Code.
- **iii.** A Seller shall be bound by the same standards if counterfeit equipment is unknowingly sold.
- **iv.** If authenticity cannot be verified, the item shall be returned and marked "Cannot verify authenticity." Members are encouraged to share any investigative materials or findings with the seller and UNEDA for the benefit of the membership; however, disclosure of the specific reason for non-verification is not required. Returns of equipment reasonably believed to be counterfeit may fall outside of a standard return window.
- **v.** The UNEDA Dispute Resolution Committee, in partnership with the Counterfeit Committee, shall serve as the arbiter to any disagreement related to authenticity, return eligibility, or compliance with this provision.

ARTICLE 1C – Confidentiality of Information

UNEDA owns and operates various communication tools, platform, and resources for the benefit of its Members, including but not limited to the UNEDA Trading Platform and Application. Information shared through these systems, as well as through other UNEDA channels, communications, or member resources, is confidential among UNEDA Members. Under no circumstances may any content, posting, communication, or distribution email from UNEDA systems be transmitted, shared, or distributed, in whole or in part, to any person or entity that is not a Member of UNEDA.

ARTICLE 2 – Performance

Member companies are responsible for the actions of their employees or agents. Violations of this agreement may be investigated by the Dispute Resolution Committee (DRC) and may be considered by the Membership Committee if former employees apply for membership on their own or with another firm. UNEDA Member companies guarantee the performance of the promises and commitments made by each of their employees with access to UNEDA.

ARTICLE 3 - Responsibilities

UNEDA Members engaged in business with one another shall fulfill all agreements and commitments made. Any written agreement between the parties that governs the transaction or services provided shall supersede the guidelines below.

Since verbal offers are unlikely to address all of the variables needed to complete a transaction, Members should outline transactions in written contracts if at all possible. However, if a verbal agreement is completed, is verifiable, and terms and conditions are not in dispute, Members should deem such verbal agreements valid and enforceable.

ARTICLE 3A – Seller's responsibilities. A Member acting as a Seller of equipment must abide by the following standards in all such transactions:

- **i.** Seller represents that it has the lawful right to sell the equipment, that either all non-OS data has been cleared before sale, and that the equipment has been restored to factory default settings where applicable, unless otherwise clearly disclosed.
- **ii.** Seller need not communicate to a prospective Buyer that equipment is offered "SUBJECT TO PRIOR SALE" as this is always understood between Members unless explicitly stated otherwise.
- **iii.** Seller must be prepared to conclude the sale if offering terms are accepted.
- **iv.** Seller should disclose if equipment is untested.
- **v.** Seller must communicate to a prospective Buyer that equipment is quoted subject to test. However, in event of equipment failure the Seller shall offer any fungible inventory for purchaser's consideration at agreed upon price.
- **vi.** Seller shall inform the Buyer if applicable accessories listed in Article 4A, standard condition upon sale, are not included in the sale.
- **vii.** When in doubt, the Purchase Order shall explicitly define all requirements of the sale, and no assumptions shall be made beyond its terms.
- **viii.** A Seller that accepts a purchase order with explicit instructions to ship "blind" to the Buyer's designated customer is expressly prohibited from doing any of the following:
  - **a.** Using labeled boxes with the Seller's name
  - **b.** Using anything other than clear or unmarked packing tape to seal boxes.
  - **c.** Enclosing any of the Seller's advertising material in boxes.
  - **d.** Enclosing any Seller's business cards in the boxes.
  - **e.** Anything that will disclose the identity of the Seller to the Buyer's customer.
  - **f.** With regard to the specific prohibitions above, any attempt by the Seller to identify himself to the Buyer's customer will be considered a violation of this Code of Ethics. Even in the event that the customer of the Buyer is, or has been, a direct customer of the Seller, the Seller may not disclose to the Buyer's customer that the equipment came from the Seller.

ARTICLE 3B - Buyer's responsibilities. A Member acting as a Buyer of equipment must abide by the following standards in all such transactions:

- **i.** Buyer must state any contingencies to offers made for equipment.
- **ii.** Once a Purchase Order is offered and accepted, the Buyer cannot cancel said purchase order unless Seller does not perform to specified terms and conditions.
- **iii.** The Buyer is solely responsible for actions of his customer. The actions of the Buyer's customer shall not be grounds for cancellation of a purchase order.
- **iv.** Buyer is responsible for identifying and obtaining any accessories not included in Article 4A, standard condition upon sale. If the Buyer is unsure of the accessories that may be included in the sale, they are responsible for communicating their needs to the Seller prior to completing the purchase.
- **v.** All Purchase Orders without instructions for acknowledgement shall be deemed accepted and binding on transmission of the Purchase Order to the Seller. Purchase Orders with instructions of acknowledgement are not deemed to be accepted by the Seller until the P.O. is executed by the Seller with a copy transmitted to the Buyer.
- **vi.** If "cosmetic issues" are to be grounds for RMA, these issues must be reported by Buyer within two (2) weeks of receipt of equipment.
- **vii.** The buyer understands that payment must be made within the terms listed on the PO, unless written documentation shows otherwise.

ARTICLE 3C - Applicability of Transaction Standards.

These Code of Ethics are meant to govern the transaction between Members, not the main business type

of the companies involved. When Members buy or sell networking or server equipment for resale, the sales standards in this Code apply. When Members engage in ITAD, bulk-condition sales, or other Non-Fulfillment Intended Sales, the rules and disclosure requirements for those transactions apply. This Code does not regulate a Member company's overall business model or specialty. Its purpose is simply to ensure that when UNEDA Members transact with each other, they follow the ethical standards and rules for that type of transaction.

ARTICLE 4 - Standards

To avoid disputes involving expectations of equipment condition in the buying and selling of equipment between UNEDA Members, UNEDA has adopted the following standards. Members retain the right to buy or sell equipment in any condition, but the Member-Sellers must inform Buyers of the deviations from the following standards in Article 4A. In the absence of specific language as to condition of equipment, equipment is deemed to be Refurbished as defined by Article 4B(3) below.

ARTICLE 4A – Standard condition upon sale

- **i.** Seller represents that it has the lawful right to sell the equipment, that either all non-OS data has been cleared before sale, and that the equipment has been restored to factory default settings where applicable, unless otherwise clearly disclosed.
- **ii.** All equipment shall have the valid and affixed original manufacturer serial number in its standard location, and it must match the internal serial number where applicable.
- **iii.** Accessories presumed to be included with the shipment are specific to the condition of the equipment described in Article 4B 1-5.
- **iv.** Differences in memory configuration from the current standard should be noted.
- **v.** Warranty minimum is 30 days unless otherwise stated.
- **vi.** Standard warranty shall be refund only, though immediate replacement is Seller's option, it is not a requirement of the Seller nor is it required to be accepted by the Buyer.
- **vii.** Seller shall receive returned equipment in "like" physical condition in a timely manner, not including the packaging in which the equipment was originally shipped.
- **viii.** Sales price is quoted FOB Seller location, safely packed and made ready for shipment.
- **ix.** NO SOFTWARE LICENSE is implied in sales between UNEDA Members,
- **x.** Claims and guarantees of OEM maintenance eligibility cannot be made by the Seller. The Buyer is solely responsible for obtaining OEM maintenance.

ARTICLE 4B – Standard descriptions of equipment condition

- **i.** NIB – "new in box" – Condition same as if it came direct from the manufacturer. Original box, sealed where applicable, with all seals being intact and untampered with.
- **ii.** NOB – "new open box" – Box has been opened. Seller should state if inner static bag has been opened to test. All accessories and packaging are there as if it had been purchased new/NIB.
- **iii.** Refurbished – Restored to good cosmetic and working condition. If applicable, rackmounts and power cords are presumed to be included if they were shipped with the item when purchased new/NIB. No other accessories are implied to be included.
- **iv.** Manufacturer Authorized Refurbished – Equipment according to manufacturer's standards. Accessories presumed to be included with the shipment are the same accessories as when this item is purchased directly from the manufacturer.
- **v.** Used – Equipment is working but no guarantees as to cosmetic condition. Examples would include equipment sold directly from a user site. Expectations of cosmetic condition for this equipment and included accessories are to be made clear between Buyer and Seller.

ARTICLE 4C – Standards for Non-Fulfillment Intended & ITAD Equipment Sales

Because UNEDA Members may transact in equipment that is not refurbished or not intended for resale into end-user fulfillment channels, the following standards apply. These standards are intended to promote clarity, reduce misrepresentation, and align expectations in ITAD and bulk-condition transactions.

1. **Definition of Non-Fulfillment Intended Sales**

"Non-Fulfillment Intended Sales" are sales of equipment not intended to meet the condition requirements of Article 4A or Article 4B. These may include, but are not limited to:

i. Bulk Sales – Large-quantity lots sold without individual unit testing, refurbishment, cleaning, or component verification.
ii. Non-Refurbished Sales – Equipment sold in received condition without cosmetic improvement or functional restoration.
iii. As-Described Sales – Equipment sold according to the listing details and any written description provided by the Seller, without representation that the goods meet Standard Condition or Refurbished requirements unless expressly stated.
iv. Such sales shall not be represented as meeting Refurbished or Standard Condition requirements unless they qualify under Article 4A or 4B.

2. Listing Requirements for ITAD Sales

For ITAD Sales conducted on the UNEDA trading platform, the Seller must provide sufficient information for the Buyer to understand the goods being offered. At a minimum, the Seller must identify: Type of equipment, Quantity, Quantity type (such as units, lots, pallets, mixed lots, or other sale units), and Condition. The Seller may also include comments or additional written disclosures to clarify cosmetic condition, completeness, working status, testing status, known defects, or other distinctions relevant to the sale.

Seller represents that it has the lawful right to sell the equipment, that either all non-OS data has been cleared before sale, and that the equipment has been restored to factory default settings where applicable, unless otherwise clearly disclosed.

3. Condition and Testing Representations

Any representation regarding condition, functionality, or testing must be based on the actual listing details and any accompanying written comments.

i. Sellers must clearly distinguish, where relevant, between cosmetic condition, working condition, and testing status.
ii. Sellers may describe the level of inspection, sorting, power-on testing, functional testing, or other processing performed.
iii. Sellers must not represent goods as tested, working, complete, or resale-ready unless expressly supported by their actual process and disclosures.

4. Warranty and RMA Limitations

i. Warranty minimum is 30 days unless otherwise agreed upon by both parties.
ii. Standard warranty shall be refund only, though immediate replacement is Seller's option, it is not a requirement of the Seller nor is it required to be accepted by the Buyer.

5. Buyer Responsibilities

Buyers engaging in such sales acknowledge that these transactions may involve variances in model revision, cosmetic condition, completeness, configuration, and functionality. Buyers are responsible for reviewing listing details and requesting any needed clarification before issuing a Purchase Order.

6. Enforcement

Misrepresentation, misleading classification, or failure to provide materially accurate listing information for Non-Fulfillment Intended Sales may constitute a violation of this Code of Ethics and may be referred to the UNEDA Dispute Resolution Committee.

ARTICLE 5 – Ethics and the Dispute Resolution Committee

In the event that one UNEDA Member has determined that another UNEDA Member has acted in an unethical manner, and having exhausted productive negotiation with that other Member, then the Member with the complaint (the "Complainant") may seek resolution with the UNEDA Dispute Resolution Committee (DRC) against the other Member (the "Respondent"). Sending an ethics violation charge to the DRC should be only when other measures have failed. Before filing an ethics violation, a potential complainant may request the DRC to help mediate a dispute to avoid going through the formal process. Any assistance offered to mediate a dispute is offered at the sole discretion of chair of the Dispute Resolution Committee.

ARTICLE 5A – Ethics Dispute Resolution Procedure

UNEDA has adopted the following Dispute Resolution Procedure:

- **i.** A Complainant will fill out an Ethics Violation Form (EVF) and submit it to the chairman of the DRC along with supporting documentation of the violation.
- **ii.** The DRC will contact the Respondent, provide a copy of the complaint, and solicit documentation and an explanation of the events. The Respondent has 7 business days to respond and failing to respond signals an admission of charges made by the Complainant. Once the DRC has received information from the Complainant and Respondent, or after 7 business days have passed with no response from the Respondent, DRC proceedings will commence.
- **iii.** The DRC shall select an impartial Jury from UNEDA Members not involved in the dispute. The Jury will review the information submitted by the Complainant, the Respondent and any other relevant source. Further, the DRC Members along with Members of the Jury may wish to hold teleconference depositions from the same parties.
- **iv.** Within 14 business days of receipt of the EVF, the Jury shall submit its findings and recommendations to the DRC and to the UNEDA Board.
- **v.** The UNEDA Board shall take any actions it deems reasonable.
- **vi.** At any time, the Complainant may withdraw the ethics charge.

ARTICLE 5B—PENALTY PHASE

The Jury and DRC may send recommendations of punishments to the Board. Punishments may include:

- **i.** Written public statement of reprimand to plaintiff or UNEDA Membership
- **ii.** Suspension from UNEDA for a period of time as defined by the UNEDA Board of Directors
- **iii.** Other punishments as deemed reasonable by the UNEDA Board of Directors

ARTICLE 6 RMA GUIDELINES

As stated previously, any written agreement between the Buyer and Seller made previous to the sale supersedes the guidelines below. Verbal commitments are to be honored as part of our Code of Ethics but written communication is preferred for the sake of clarity.

Sellers must issue an RMA number within 5 business days of the Buyer's written request, unless it is determined that the RMA request is not valid based on the guidelines listed in this section or any other previous written communication.

ARTICLE 6A—SHIPPING DAMAGE

- **i.** The party that is billed for freight, directly from the freight carrier, is the shipper. Shipping damage and loss is the responsibility of the shipper, except for the following situations:
- **ii.** If the item was shipped COD on the Seller's account, and the Buyer requested no insurance, the Buyer is responsible for all loss and damage during transit.
- **iii.** If the Buyer can document that the shipment was packaged insufficiently, the Seller is liable for damage during transit.
- **iv.** In matters of shipping damage (and only in those matters), the responsibility shifts to the account # utilized for the shipment. The Seller must prove the equipment was packed correctly.

ARTICLE 6B—COSMETIC ISSUES

i. If the Buyer receives equipment with cosmetic damage and they are able to document such cosmetic damage with photos or videos, noting serial number sticker(s), as well as documenting that there is no damage to the box/ packaging, then the Seller must issue an RMA. If the Seller has pictures showing the gear to be in good condition on the date it was shipped, and no amicable resolution can be reached, the Dispute Resolution Committee provides a mechanism for mediation and resolution.
ii. The Buyer must notify the Seller within 10 business days of receipt if there is any cosmetic damage on a shipment otherwise the Buyer will not be eligible for an RMA, regardless of warranty period offered by the Seller.

ARTICLE 6C—FIELD NOTICES

It is the Buyers' responsibility to be aware of all field notices. If Buyers need a specific hardware revision, they must note that at the time of purchase. If a piece of equipment is fully functional but is covered by a manufacturer field notice, this is not a valid reason for an RMA.

ARTICLE 6D—SHIPPING TIMELINE

Buyers MUST ship equipment back within 2 weeks of receiving an RMA # from the Seller or the RMA will be void. The Buyer may extend this period an additional 2 weeks by communicating with the Seller in writing. The Seller may not refuse an extension as long as it is specific and falls within the original warranty period offered by a Seller. If the Buyer has not requested an extension and the 2 weeks has expired, the Buyer may not apply for another RMA even if the equipment is still within the Seller's warranty period.

ARTICLE 7 Industry Service Members

Industry Service Members are companies that provide services, tools, infrastructure, or expertise that support the secondary networking equipment industry but do not directly engage in buying or selling equipment. Industry Service Members exist to support the UNEDA ecosystem and strengthen the operational capabilities of broker and reseller members.

Industry Service Members:

- Cannot buy or sell equipment on the UNEDA trading platform
- Cannot represent themselves as equipment brokers or resellers
- Cannot compete directly with UNEDA trading members using their membership status

Industry Service Membership does not constitute endorsement of the services provided by the member company. UNEDA reserves the right to suspend or revoke Industry Service Membership if a member violates this Code of Ethics or misrepresents their role within the UNEDA community, and such misrepresentation may be referred to the UNEDA Dispute Resolution Committee.

Member Acknowledgement and Agreement

By signing below, the Member Company acknowledges that it has read, understands, and agrees to abide by the UNEDA Code of Ethics as set forth in this document.

The Member further agrees that adherence to this Code of Ethics is a condition of membership in UNEDA. The Member Company accepts responsibility for ensuring that its owners, officers, employees, and representatives conduct business in accordance with the standards and principles outlined herein.

Members understand that violations of this Code of Ethics may result in review by the UNEDA Dispute Resolution Committee and may lead to disciplinary actions as determined by the UNEDA Board of Directors, including but not limited to reprimand, suspension, or termination of membership.

By executing this acknowledgement, the Member affirms its commitment to ethical business practices and to maintaining the integrity, professionalism, and reputation of the UNEDA community.

UNEDA Member Company _____

UNEDA Member Contact Name _____

Title _____

Date _____

Signature _____