

Country-specific conditions

Finland

If the contracting TD SYNnex entity is

TD SYNnex Finland OY

Sokerilinnantie 11C, 02600 Espoo, Finland

Company No: 0586179-0

VAT: FI05861790

The following Country Specific Terms shall apply:

Clause of Terms and Conditions	Modification/Supplement
5.1	Clause 5.1 shall be deleted and replaced by the following: „Deliveries will be made by DDP (Incoterms 2020) to a named destination agreed by the parties, unless otherwise provided in these terms and conditions“
5.2	Clause 5.2 shall be deleted without replacement.
5.5	Clause 5.5 shall be deleted and replaced by the following: „Unless otherwise agreed, TD SYNnex may make partial deliveries to the Buyer and invoice these deliveries separately. TD SYNnex may also combine several orders for the same delivery and invoice such deliveries together“
8.2	Clause 8.2 shall be deleted without replacement.
8.3	Clause 8.3 shall be deleted without replacement.
9	Clause 9 shall be deleted without replacement.
10.1	Clause 10.1 shall be deleted and replaced by the following: “Buyer will promptly accept in written form or Electronically any work product created and delivered by TD SYNnex that is conforming with the agreement between the parties. Buyer may not reject acceptance of such delivered work product in case of nonmaterial defects. The Product shall be deemed accepted by the Buyer unless an objection, specifying at least one material defect, has been made within the time specified in the TD SYNnex Return Policy . TD SYNnex shall solely decide whether the defect rises to the level of “material defect”
10.2	Clause 10.2 shall be deleted and replaced by the following: “Buyer shall inspect any Products promptly upon delivery for quantity deviations, damaged packaging, labelling errors, visible defects in quality and any other visible damage. If the delivered Products or packages show any visible defects Buyer must note this on the proof of the delivery document (“POD”). Additionally, Buyer must notify TD SYNnex Electronically of these visible defects promptly, however, not later than the time period set forth in the TD SYNnex Return Policy . This note must provide a sufficiently clear description of the defects (including pictures). Buyer shall sign the POD immediately upon examination of the Products.”
11.1	Clause 11.1 shall be deleted and replaced by the following: Buyer understands that TD SYNnex is not the manufacturer of the Third Party Products and must rely on the manufacturer to ensure that the Third Party Products are properly packaged and labeled and that return and warranty obligations are met. To the extent permitted by applicable law, TD SYNnex will provide Buyer with the same warranties and remedies for Third Party Products that Supplier provides to TD SYNnex.
11.5	Clause 11.5 shall be deleted without replacement.

14.6	A new clause 14.6 shall be added as follows: „For the avoidance of doubt, as between the Buyer and TD SYNEX, TD SYNEX shall not be liable for any damages to the Buyer resulting from the failure of the service provider or manufacturer, as applicable, to provide proper packaging and labeling for Third Party Products“
19	Clause 19 shall be deleted without replacement.
20	Clause 20 shall be deleted without replacement.
22	Clause 22 shall be deleted without replacement.
23	Clause 23 shall be deleted without replacement.
24.2	Clause 24.2 shall be deleted without replacement.
27	Clause 27 shall be deleted without replacement.
28	Clause 28 shall be deleted without replacement.