

## TD SYNEX Return Policy

### 1 General provisions

- 1.1 This TD SYNEX Return Policy (the „Policy“) governs the terms and conditions under which products purchased from TD SYNEX may be returned and claimed.
- 1.2 This Policy is an integral part of TD SYNEX’s Terms and Conditions.
- 1.3 Unless otherwise specified, terms used in this Policy have the same meanings as assigned to them in TD SYNEX’s Terms and Conditions.
- 1.4 This Policy applies to customers who have entered into a product sales agreement or other contract for the supply of products with one of the following TD SYNEX entities:
- TD SYNEX Czech s.r.o. , ID No.: 407 67 701, with registered office at Líbalova 2348/1, Chodov, 149 00 Prague 4, the Czech Republic, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 2571; or
  - TD SYNEX AS Czech s.r.o., ID No.: 250 79 191, with registered office at Líbalova 2348/1, Chodov, 149 00 Prague 4, the Czech Republic, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 47833.

### 2 Making a product claim

- 2.1 A request for a complaint or return of a product must be submitted electronically at <https://intouch.tdsynex.com> under the „complaints“ tab or at [asm.tdsynex.eu](https://asm.tdsynex.eu). Once the complaint has been submitted and approved, the customer will be assigned an e- RMA number.
- 2.2 Customer may return or claim products from TD SYNEX only after receiving an e-RMA number and only using TD SYNEX’s RMA form. A shipment containing a claimed product will only be accepted by TD SYNEX if accompanied by a properly completed RMA form.
- 2.3 If the claimed goods are not delivered within 5 working days from the date of approval of the claim by TD SYNEX, TD SYNEX reserves the right to terminate the claim procedure.
- 2.4 In the event that the customer will be sending the product to TD SYNEX by freight service, the customer shall pack the claimed product in suitable and sufficiently protective packaging material meeting the requirements of transportation so as to prevent damage during transportation, or in accordance with the special packaging, labeling and marking requirements of ICAO/ IATA, IMDG, ADR and hazardous materials regulations.
- 2.5 The shipment must include the claimed products (including all parts and accessories), a copy of the sales receipt, RMA form, a detailed description of the claimed

defect, if necessary, a copy of the invoice to the end customer and the correct contact information of the customer.

- 2.6 In the event that the customer does not deliver the product or accompanying documentation complete, the deadline for the settlement of the claim shall run until the delivery of the missing parts.
- 2.7 The customer is obliged to hand over the product clean in accordance with the hygiene regulations and general hygiene principles when making a claim.
- 2.8 If the customer is sending the product to TD SYNEX, it must be delivered to:
- Logistics Centre Bor  
TD SYNEX Czech s. r. o. - CVR department  
Log. Park CTP, Nová Hospoda Bor u Tachova 348 02  
the Czech Republic,
- or to any other address listed on the RMA form, no later than 5 business days after notification of the defect to TD SYNEX.
- 2.9 The customer bears packing and shipping costs for returning or sending products back to TD SYNEX.
- 2.10 The customer bears the risk of damage to returned products until TD SYNEX takes possession of them.

### 3 Returning a product without giving a reason

- 3.1 Within 5 business days of receipt of the product, the customer may electronically submit a product return request to TD SYNEX. If the request is approved, the customer must return the product to TD SYNEX at the customer’s expense without undue delay after the request for return of the product is made, but no later than 5 business days after the request is approved.
- 3.2 If the request according to the previous article is not made within the specified time limit, if the product is not returned to TD SYNEX within the time limit according to the previous article or if the product is returned damaged, unpacked or otherwise degraded (e.g. original packaging has writing on it), TD SYNEX reserves the right not to accept the goods or to charge the customer the costs incurred and a cancellation fee. Customer is not legally entitled to return the product for a cancellation fee; it is entirely at TD SYNEX’s discretion whether to allow such action.

### 4 Delivery of damaged or unordered product

- 4.1 If, upon receipt of a product delivered by a shipping service, the customer discovers that the original product packaging has been damaged or the original TD SYNEX adhesive tape on the packaging has been broken, the customer shall note this fact on the shipping label or refuse to accept the product as a whole.
- 4.2 The customer is also obliged to check the contents of the shipment according to the enclosed delivery note.

If the contents of the shipment do not correspond to the delivery note, the customer is obliged to indicate this fact on the delivery note and report to TD SYNEX within 24 hours of receipt of the shipment.

## **5 Rights from defective performance (defective product)**

- 5.1 TD SYNEX guarantees to the customer that the products are free from defects upon receipt. In particular, TD SYNEX guarantees that, at the time the customer took possession of the products:
- a) the product has the features agreed upon by the parties and, in the absence of an agreement, those features described by TD SYNEX or the manufacturer or expected by the customer in light of the nature of the product and the advertising by them,
  - b) the product is fit for the purpose that TD SYNEX states for its use or for which an item of this type is normally used,
  - c) the product corresponds in quality or workmanship to the agreed sample or specimen, if the quality or workmanship was determined according to the agreed sample or specimen,
  - d) the product is in the appropriate quantity, measure or weight, and
  - e) the product complies with regulatory requirements.
- 5.2 The customer is issued by TD SYNEX a tax document and, for some products, a warranty certificate. If the product is not accompanied by a warranty certificate, the tax document is used to file a claim.
- 5.3 In particular, rights from defective performance do not apply in cases where the defect or damage has occurred by:
- a) mechanical damage to the product,
  - b) electrical surges,
  - c) natural disaster or other force majeure,
  - d) use in contravention of the instructions for use or the instructions on the packaging or warranty certificate,
  - e) damage due to excessive loading or use contrary to the conditions specified in the instructions for use or general principles of safe behaviour and handling,
  - f) performing an unqualified intervention,
  - g) the modification of the goods by the customer or the end customer, if the defect arose as a result of such modification,
  - h) improper installation, handling, operation or neglect in care of the goods,
  - i) use of the product in conditions that do not correspond to the temperature, dustiness, humidity,

chemical and mechanical environment intended by the seller or the manufacturer,

- j) if the submitted warranty certificate shows obvious signs of changes to the data or if the product bears a different serial number from that shown on the warranty certificate.

- 5.4 TD SYNEX's liability for defects does not extend to wear and tear caused by normal use, in the case of a product sold at a lower price for the defect for which the lower price was agreed, in the case of a used product for a defect corresponding to the level of use or wear and tear that the product had when the customer took possession of it.
- 5.5 A defect caused by unprofessional installation or other unprofessional commissioning is considered a defect if such installation or commissioning was agreed in the contract and performed by TD SYNEX or another person under TD SYNEX's responsibility.
- 5.6 No warranty or liability for defects beyond the scope of the law can be asserted for gifts that TD SYNEX provides to the customer free of charge as part of a purchase agreement for another paid-for product. In the event of cancellation of the contract, the customer shall return the product provided as a gift to TD SYNEX in its original condition.
- 5.7 The customer has rights from defective performance if the product does not have the specified characteristics when the product is delivered.
- 5.8 The method of complaint handling is governed by the warranty conditions of the individual manufacturers. This is without prejudice to the rights of the customer arising from defective performance under mandatory provisions of law.
- 5.9 In the event of withdrawal from the contract, the customer is obliged to return the complete products including all accessories to TD SYNEX.

## **6 Complaint handling**

- 6.1 The customer shall provide TD SYNEX with all assistance to verify the existence of the claimed defect and to remedy it (including testing or disassembly of the product).

## **7 Repair of products after the warranty period has expired**

- 7.1 Post-warranty repair of products is done for a fee. TD SYNEX reserves the right to refuse a request for product repair after the warranty period has expired.

## **8 Retrieving the product from warranty repair**

- 8.1 TD SYNEX shall inform the customer without undue delay after the complaint has been settled. If the product has been sent by shipping service, it will be sent to the customer's address after processing.