

The following provisions apply in addition to the General Terms of Business of Tech Data Österreich GmbH (hereinafter: Tech Data) in case of new product returns - without a legal claim - and warranty cases. They do not apply to the TechData GmbH & Co OHG.

1. e-RMA (electronic Return Material Authorization) number

Products may only be returned to Tech Data after an e-RMA number has been allocated by Tech Data. The e-RMA number must be requested at www.techdata.at. The allocation of an e-RMA number does not mean that the consignment returned or any warranty or guarantee obligation is acknowledged.

2. Returning new products

a) The e-RMA number must be applied for no later than 30 calendar days after the date of the delivery note, when new products are being returned. Return shall be deemed in time if the products are received by the Service desk returns division within 5 calendar days of notification of the e-RMA number.

b) The following products may not be returned as a matter of principle:

- all products with a net sales price of less than EUR 50
- products specially ordered or specially configured for you (e.g. CTO, BTO)
- drop shipment orders
- products discontinued by the manufacturer
- components, processors, storage modules
- hard disks, optical drives, mother boards
- floppies, keyboards and mice
- sound and graphic cards, retail or bulk packaged
- OEM products
- Autodesk software
- mobile phone equipment, telephone plant
- UMTS- / GPRS- / Wireless- PC Cards
- unsealed software
- all consumer materials
- all products marked as R articles ("R-Artikel")
- articles expressly excluded from return.

Tech Data may amend or extend this list at any time.

c) Only new, unused, defect-free products in original packaging in perfect condition (without any individual customer labelling) are accepted by Tech Data after examination.

N.B. Products in packaging which has been opened or subsequently resealed or which are in damaged sales (manufacturers') packaging may not be returned.

Advice: Compare the details on our delivery note with the details on the sales packaging and with your own order immediately after receipt of the products.

d) After Tech Data has approved the return delivery, the customer is given a credit note in the amount of the current daily price of the respective products which may be offset against outstanding payments or against new orders. The credit note does not cover carriage costs or other surcharges.

3. Processing warranty and guarantee cases

a) In numerous warranty and guarantee cases, TechData recommends to process directly with the manufacturer. All information required in this respect is provided on www.techdata.at. In addition, warranty claims against Tech Data remain unaffected.

b) Guarantee cases are processed on the basis and within the framework of the respective manufacturers' regulations without Tech Data having to assume responsibility for this. Warranty claims against Tech Data are governed by the General Terms of Business in the current version.

4. Returning products to Tech Data

Any consignment returned to Tech Data will only be accepted, when accompanied by a completely filled in Tech Data return delivery form. The return parcel is to be packaged in a suitable manner for transport and clearly marked on the outside with the e-RMA number allocated. Return deliveries must be sent DHL Express (Austria), care of Tech Data Österreich

GmbH, Retourensammelstelle (returns gathering place), Franzosenhausweg 45, 4030 Linz. The customer bears the risk and the transport and packaging costs of returning the products up to receipt of the products by the Service desk returns division.

Advice: Return the products in a covering box to avoid any damage to and having to re-stick and re-write the original packaging. By warranty and guarantee cases Tech Data is not liable for transmitted accessories, if the products according to the indications of Tech Data should be sent without the accessories. The possibility of returning products to Tech Data is restricted, as a matter of principle, to products which the customer buys from Tech Data.

5. Examination

Tech Data may refuse acceptance if the preconditions for returning products set forth in these General Return Conditions have not been met. Returned products are only accepted subject to the reservation of an examination by Tech Data or the manufacturer. If the preconditions of these General Return Conditions have not been met or if the actual condition of the products does not comply with the details set forth in the RMA application or if during the course of processing warranty or guarantee cases, the technical examination of the products should reveal that there is no defect as to quality, Tech Data may refuse delivery or the products shall be sent back to the customer at the customer's expense and risk. In these cases Tech Data has the right to demand a handling charge of EUR 60,-. The customer could prove a lower damage.

6. Miscellaneous provisions

Additionally agreements must be in writing. This shall also apply should the parties hereto waive the written notification. Place of performance is Vienna. The place of jurisdiction is Vienna if the customer is a merchant under Austrian Law.