**RETURN MATERIAL AUTHORISATION (RMA) CONDITIONS**

**DEFINITIONS**

|  |  |
| --- | --- |
| **Delivery:** | The moment when the Products are delivered to the Customer and/or the Customer takes possession of the Products; |
| **Customer** | The party with which PTP contracts; |
| **Defective Product(s):**  **DOA Product:** | A Product that is defective within 30 calendar days after Delivery, e.g. because the Product is damaged, does not function (anymore), etc.  A Product that is delivered non-functional (Dead on Arrival); |
| **Product(s):** | The (components of) goods that PTP provides to Customer, including for instance servers, storage, memory, processors, graphic cards, hard discs, SSD, care packs, hard drives, licenses, guarantees; |
| **PTP:** | PTP IT Distribution B.V. (private limited company) with its registered office in Tiel and registered with the Chamber of Commerce under number 01111152 and all companies directly and indirectly affiliated with it; |
| **Return Request:** | A request by Customer to return a Product; |
| **RMA Conditions:** | These Return Material Authorization conditions. |

**ARTICLE 1: GENERAL**

1. The RMA Conditions apply to the return of a DOA Product or Defective Product.
2. The Products shall be subject exclusively to the guarantee conditions stipulated by the manufacturer and, if expressly provided, additional guarantee conditions from the supplier of the Defective Product(s).
3. In addition to these RMA Conditions, PTP's general terms and conditions of sale also apply. In the event of a conflict between the provisions in the RMA Conditions and PTP's General Terms and Conditions of Sale, the RMA Conditions shall prevail.
4. Customer is only entitled to repair, replacement, compensation, etc., if Customer fully complies with the deadlines (as mentioned in articles 2.1, 2.3, 4.1 and/or 4.6) and/or his (information) obligations (as mentioned in articles 2.2, 2.4, 4.3 and/or 4.4) If the Customer fails to (fully) do so, any right to repair, replacement, compensation, etc. shall be forfeited.
5. Customer shall retain all correspondence, documents, etc. to prove that it has complied with the time limits specified in the RMA Conditions and/or its (information) obligations.
6. Products ordered by PTP at Customer's special request or assembled, modified, combined or processed by PTP are not eligible for return (under these RMA Conditions). For questions or complaints regarding such Products, Customer must contact its contact person within PTP.

**ARTICLE 2: INVESTIGATION AND RETURN REQUEST**

1. If the Product is a DOA Product or Defective Product, the Customer must submit the Return Request as soon as possible (but no later than 2 calendar days after discovery) by submitting a fully and correctly completed RMA form. PTP will send the RMA form upon request.
2. Customer completes the RMA form in full and sends it to PTP by e-mail. Customer shall include at least the following information:
   1. Product number;
   2. Invoice number/ package slip number;
   3. A clear and detailed description of the complaint. The mere indication "defective" or "damaged" is insufficient. If possible, Customer shall also attach photographs.

PTP will not consider an incomplete and/or incorrect Return Request.

1. PTP will not consider a Return Request that has not been submitted by Customer in time, at the latest within 32 calendar days after Delivery, unless the manufacturer's guarantee stipulates otherwise.
2. Customer must give PTP (or a third party such as the supplier of the Product) the opportunity to investigate the defect (or have it investigated) and to keep PTP informed of all relevant information.

**ARTICLE 3: RETURN REQUEST ASSESSMENT**

1. PTP decides whether to accept or reject the Return Request. A Return Request will always be rejected if it is submitted outside the deadlines specified in Articles 2.1 and 2.3 and/or in one of the following cases:
   1. Customer or a third party has opened or attempted to open the Product;
   2. (repair) work, changes and/or adjustments to a Product performed or commenced by the Customer and/or a third party without the prior express written consent of PTP;
   3. errors or omissions in the information provided to PTP by or on behalf of Customer;
   4. damage is caused by the actions or fault of a carrier engaged by Customer;
   5. improper use of the Product (e.g. accidental damage, fall damage, assembly or connection damage).

In the abovementioned cases, any right of the Customer to repair, replacement, compensation, etc. shall lapse. Any burden of proof that no situation referred to under 3.1 a. to e. has occurred lies entirely with Customer.

1. PTP will notify the Customer of the decision to accept or reject the Return Request. If the Return Request is accepted, the Customer will receive an RMA number. Customer will indicate the RMA number in all correspondence with PTP and on the packaging of the Products to be returned.

**ARTICLE 4: RETURN AND SHIPPING**

1. A Product can only be returned to PTP after the Customer has obtained a RMA number. After receiving the RMA number, the Customer must return the Product to PTP within 5 calendar days.
2. A Product to be returned must be sent to the following address:

PTP IT DISTRIBUTION B.V.

Lingewei 109

4004 LH TIEL

the Netherlands

1. A Product must be returned to PTP in its original and undamaged packaging and with all accessories supplied.
2. If a Product cannot be returned in its original packaging, Customer shall inform PTP accordingly and the Product shall be returned in appropriate and suitable packaging.
3. During transport, the risk for the returned Product rests with Customer. The costs for transportation of the Products shall be borne by Customer.
4. The Product must be returned to and received by PTP no later than 14 calendar days after the issuance of the RMA number.

**ARTICLE 5: PROCESSING OF THE RETURN REQUEST**

* 1. After receiving the Product, PTP will assess whether the Return Request qualifies for return processing. PTP will refuse return processing in any case if:
  2. one of the circumstances mentioned under 3.1 a. to e. applies. Any burden of proof that such a case does not exist lies entirely with the Customer;
  3. the original packaging of the Products is damaged;
  4. Products were not returned in their original packaging and PTP was not informed of this;
  5. accessories of the Product are missing;
  6. the Product is not listed on the RMA form;
  7. the Product is outside the manufacturer's guarantee and/or the guarantee period had expired on the day of the Return Request.

In the abovementioned cases, any right of Customer to repair, replacement, compensation, etc. shall expire.

1. Customer indicates on the RMA form whether it prefers replacement, repair, or credit of the returned Product. (The guarantee provisions of) the manufacturer determine(s) whether a Product will be replaced, repaired, or credited.
2. In the event of replacement or repair of the Products, transportation of these Products to Customer shall be at Customer's expense and risk.
3. PTP shall only credit a Product after the manufacturer has confirmed the credit in writing.

--- Version September 2023 ---