

Terms and conditions

1. SCOPE

The Buy and Try service is offered and available

- a) only in respect of the specific Samsung Buy and Try products listed at the Landing pages including any options and accessories thereto purchased at the same time (each referred to as the "Product");
- b) only to end-customers which are legal entities established within EU/EES (each referred to as the "customer");
- c) only if the Product was purchased by the customer from a Swedish, Norwegian, Danish or Finnish reseller; and
- d) during each calendar year only for two Products (including any options and accessories thereto purchased at the same time) per customer.

2. CONDITIONS

Samsung's obligations to purchase a Product and to reimburse the customer are subject to the following conditions:

- a) The customer has registered, within 30 days from the date of its purchase of the Product, a Product return notification on one of the Landing pages. The Product return notification shall include a scanned copy of the Product invoice/receipt as well as all information requested on the Landing page, such as company information, contact details, customer's bank account details and pick-up address in Sweden, Norway, Denmark or Finland.
- b) The customer has received an email from Samsung confirming that the Product return notification has been duly registered.
- c) The customer has treated the Product with due care, and has not removed or circumvented any technical blocks or limitations on the Product or in any other way tampered with or modified the Product.
- d) The Product has been returned to Samsung in accordance with the following, undamaged and complete with all original options, accessories and documentation. The Product shall be packed in its original packaging (or if applicable, in the specific packaging provided by Samsung).
 - Unless otherwise instructed by Samsung, the customer shall make the Product available for pick-up by Samsung when requested by Samsung at the pick-up address that the customer has stated in the Product return notification. The Product shall be easily accessible, e.g. on a loading platform, and placed on a EURO pallet unless otherwise instructed by Samsung.
 - If instructed by Samsung, the customer shall deliver the product to a post office. Samsung will provide the customer with a consignment note (Sw: fraktsedel) for the purpose.
- e) The customer has accepted these terms and conditions.

3. REIMBURSEMENT

Provided that the conditions set out in clause 2 above are fulfilled, Samsung will reimburse the customer within 30 days from the pick-up.

The reimbursement will be paid to the bank account that the customer has stated in the Product return notification. The amount of the reimbursement will be equal to the price (inclusive of VAT) which, according to the invoice/receipt, was paid by the customer for the returned Product provided that

- a) deduction will be made for any options and accessories that are missing (with an amount equal to the price paid by the customer) and for any part of the Product that is missing;
- b) deduction will be made for any damage to the Product and any use of the Product beyond what is reasonable;
- c) the amount of the reimbursement will never exceed Samsung's recommended retail price for the Product on the date of the customer's purchase of the Product;
- d) for the avoidance of doubt, only the price paid by the customer for the Product itself is reimbursed, i.e. not what may have been paid in addition (for additional software, services, warranties etc.); and
- e) in the event of unjustified or incorrect reimbursement claims from, or payments to, the customer, the unjust/incorrect amount shall immediately be repaid by customer to Samsung.

4. GENERAL PROVISIONS

The ownership and risk of loss and damage to the returned Product passes from the customer when the Product has been picked-up by Samsung (or, as the case may be, delivered by the customer to a post office in accordance with Samsung's instructions). The customer is not obliged to compensate Samsung for Samsung's pick-up costs if the Product is made available for pick-up as described in clause 2 d) above.

Samsung's responsibility in relation to the customer is strictly limited to these terms and conditions. Samsung shall under no circumstances be liable for any consequential, incidental or indirect loss or damage (including but not limited to loss of profit, turnover, business, data or goodwill) arising out of or in connection with the Buy and Try service and these terms and conditions. The customer has purchased the Product from a distributor, retailer or other entity which is not affiliated with Samsung, and Samsung accepts or assumes no obligation or liability of any kind as far as the relationship between the customer and such distributor/retailer/entity is concerned.

Samsung will appoint a third party to – on Samsung's behalf – pick up the Product and reimburse the customer in accordance with the above. Any questions and complaints shall be communicated directly to Samsung at buytry@samsung.se

Samsung reserves the right to change and terminate the Buy and Try service, and to amend these terms and conditions, at any time without prior notice.

These terms and conditions shall be governed by and construed in accordance with the laws of Sweden excluding its conflict of law principles.