

Terms and conditions

These are the terms and conditions under which Samsung Electronics Nordics AB ("Samsung") offers a Trade Up service to certain customers in relation to specific products. The service is briefly presented at:
www.samsung.se/tradeup
www.samsung.no/tradeup
www.samsung.dk/tradeup
www.samsung.fi/tradeup
 hereinafter referred to as the "Landing pages". The Trade Up service consists of an obligation for Samsung to purchase such products as further outlined below.

1. SCOPE

The Trade Up service is offered and available

- a) only if the customer agrees to unconditionally sell an equivalent number of equivalent IT or telecom equipment which is listed on the Landing pages on the date of the customer's Trade Up notification ("Old Product") to Samsung in connection with the customer's purchase of new IT or telecom equipment which is listed on the Landing pages on the date of the customer's Trade Up notification ("New Product");
- b) only to end-customers which are legal entities established within EU/EES (each referred to as the "customer"),
- c) only if the New Product was purchased by the customer from a Swedish, Norwegian, Danish or Finnish reseller, and
- d) only for a maximum of twenty New Products per customer during each calendar year.

2. CONDITIONS

Samsung's obligations to purchase an Old 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 New Product, a Trade Up notification on one of the Landing pages. The Trade Up notification shall include a scanned copy of the New 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 Trade Up notification has been duly registered.
- c) The Old Product is functional and returned to Samsung in its original packaging or equivalent packaging.
- d) Unless otherwise instructed by Samsung, the customer shall make the Old Product available for pick-up by Samsung when requested by Samsung at the pick-up address that the customer has stated in the Trade Up notification. The Old 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 instead deliver the Old Product to a post office, in which case Samsung will provide the customer with a consignment note (Sw: fraktsedel) for the purpose.
- e) The New Product is not, and will not be, returned by the customer.
- f) 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 (or, as the case may be, from delivery by the customer to a post office in accordance with Samsung's instructions).

The reimbursement will be paid to the bank account that the customer has stated in the Trade Up notification. The amount of the reimbursement will be the amount (inclusive of VAT) stated at the Landing pages on the date of the customer's Trade Up notification, provided that

- a) deduction will be made for any part of the Old Product, including its key accessories (e.g. power cord, charger or remote control), that is missing;
- b) deduction will be made for any reduced function of the Old Product and for any damage to the Old Product which is not insignificant (insignificant damage includes e.g. minor dents and minor scratch marks); and
- c) 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 Old Product passes from the customer when the Old 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 Old 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 Trade Up service and these terms and conditions. The customer has purchased the New 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 has appointed a third party (TEC Finance) to perform some of Samsung obligations under these terms and conditions, including to purchase and pick up the Old Product and reimburse the customer. Any questions and complaints shall be communicated to tradeup@samsung.se.

Samsung reserves the right to change and terminate the Trade Up 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 substantive laws of Sweden.