

## DELL EMC PARTNER PROGRAM RETURN POLICY (U.S. AND CANADA)

This return policy ("Return Policy") applies only to U.S and Canadian orders and purchases made by the following participants in the Dell EMC Partner Program: either Solution Providers or OEM Partners that are in the Titanium Black, Titanium, or Platinum program tier (each a "Partner" or "you").

Product may be returned within thirty (30) days of Dell EMC shipment (which shall include direct shipment from a distributor at Dell EMC's request) for a credit of the purchase price paid (less any shipping and handling charges and any applicable restocking fees), subject to the following terms and conditions:

1. Products not included in the following Return Policy Exclusions (the following products and software may not be returned):
  - a. Any product that is damaged or modified by you or others on your behalf;
  - b. Third-party branded products that Dell EMC is not permitted to return to its suppliers;
  - c. Discontinued (End of Life) products;
  - d. Custom solutions, including but not limited to non-standard Dell EMC hardware configurations; hardware with customized bezel or chassis; and any other hardware or software products that have been customized uniquely for or requested by Partner or its customer; and
  - e. Any exceptions to Dell EMC's return policy at [www.dell.com/returnspolicy](http://www.dell.com/returnspolicy) are also excluded from this Return Policy.
2. Product may be returned if (i) Dell EMC shipped wrong or damaged product to you, (ii) the product has a defect that is covered under Dell EMC's Limited Warranty, or (iii) your customer canceled or modified its order with you (requires documentation from your customer and written approval from Dell EMC).
3. Except for returns made pursuant to Section 2(i) or 2(ii), returns can be subject to a restocking fee of up to 15% of the purchase price paid, plus any applicable sales tax.
4. Credit for partial returns may be less than invoice or individual component prices due to packaged, bundled or promotional pricing associated with your original purchase.
5. Fees associated with custom projects or custom solutions (including but not limited to custom services and support) are not recoverable under this Return Policy.
6. Before returning the product, you must contact Dell EMC directly to obtain a Return Material Authorization Number that must be included with the return. Any product returned to Dell EMC without prior authorization from Dell EMC will be considered an unauthorized return, and Dell EMC will not issue a credit nor ship the product back to you.
7. You must return product to Dell EMC in its original or equivalent packaging. Additionally, you are responsible for shipping the product to Dell EMC at your own expense. You will insure the shipment or accept the risk of loss or damage during shipment.
8. Additional fees may apply, if you fail to follow this Return Policy or the return or exchange instructions provided by Dell EMC.
9. Before you return product to Dell EMC, make sure to back-up any data on the hard drive(s) and on any other storage device in the product. Remove any and all confidential, proprietary, and personal information as well as removable media such as flash drives, CDs, and PC Cards. Dell EMC is not responsible for any confidential, proprietary, or personal information; lost or corrupted data; or damaged or lost removable media that may be included with your return.