

## RETURN POLICY (U.S. AND CANADA)

This return policy ("**Return Policy**") applies only to U.S and Canadian orders between Dell Technologies and any of the following participants in the Dell Technologies Partner Program: Solution Providers (Titanium, Platinum, or Gold tier) or OEM Partners (Titanium or Platinum tier) (each, a "Partner" or "you"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Dell Technologies Partner Program Agreement.

1. Subject to the terms and conditions in this Return Policy, Products may be returned within thirty (30) days from the date on the Dell Technologies packing slip or invoice for either, at Dell Technologies discretion, an exchange or credit of the purchase price paid (less any shipping and handling charges and any applicable restocking fees).
2. Product may be returned if (a) Dell Technologies shipped wrong or damaged product to you, or (b) your customer canceled or modified its order with you (and you agree to provide documentation from your customer upon Dell Technologies request).
3. The following cannot be returned to Dell Technologies pursuant to this Return Policy:
  - A. Any product that is damaged or modified by you or others on your behalf;
  - B. Third-party branded products that Dell Technologies is not permitted to return to its suppliers;
  - C. Discontinued (End of Life) products;
  - D. Products that you did not purchase directly from Dell Technologies;
  - E. Product returns due to Partner error;
  - F. Custom solutions, including but not limited to non-standard Dell or Dell EMC hardware configurations; any 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
  - G. Any exceptions or exclusions contained in the Dell Technologies return policy, located at [www.dell.com/returnspolicy](http://www.dell.com/returnspolicy), are also excluded from this Return Policy.
4. Except for returns made pursuant to Section 2(a), returns can be subject to a restocking fee of up to 15% of the purchase price paid, plus any applicable sales tax.
5. 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.
6. Fees associated with custom projects or custom solutions (including but not limited to custom services and support) are not recoverable under this Return Policy.
7. Additional fees may apply, if you fail to follow this Return Policy or the return or exchange instructions provided by Dell Technologies.

8. Before returning the product, you must contact Dell Technologies directly to obtain a Return Material Authorization Number that must be included with the return. Any product returned to Dell Technologies without prior authorization from Dell Technologies will be considered an unauthorized return, and Dell Technologies will not issue a credit or exchange nor ship the product back to you.
9. You must return product to Dell Technologies in its original or equivalent packaging. Additionally, you are responsible for shipping the product to Dell Technologies at your own expense. You will insure the shipment or accept the risk of loss or damage during shipment.
10. **Before you return products to Dell Technologies, you shall ensure that either you or the end user customer (as applicable) backs up any data residing on the products and removes any and all data or information that is confidential, non-public, proprietary, or personal (“Covered Data”) as well as removable media such as flash drives, CDs, and PC cards from the products.** Dell Technologies is not responsible for any Covered Data; lost software, lost or corrupted data; or damaged or lost removable media that are included with your return. Under no circumstances will Dell Technologies be liable for costs associated with data or software restoration, for any disclosure of Covered Data residing on the products or removable media, or for any legal or compliance requirements or special rules that may apply to the Covered Data. You agree to indemnify, defend and hold harmless Dell Technologies from any and all claims or liability against Dell Technologies arising from any Covered Data that may be on the returned products or removable media.

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