IT-HAUS Let's do IT together!

General terms and conditions of returns

The following conditions apply as a supplement to the General Terms and Conditions of IT-HAUS GmbH (hereinafter IT-HAUS) for the processing of guarantee and warranty claims and for the return of new products-

- 01. Business customers have no general right to return flawless goods. IT-HAUS reserves the right to charge a processing fee for accepting the return of new goods
- 02. The return option is limited solely to those products which were purchased from IT-HAUS. It is up to the sender to provide evidence (delivery note, copy of invoice). The RMA for the return of new goods must be applied for within 10 calendar days of their receipt.
- 03. The following products may not be returned:
 - All products with a net sales price of less than 30.00 Euro (net price per unit)
 - Goods expressly excluded from the return option
 - Goods specially ordered or configured for you (e.g. CTO, BTO)
 - Goods discontinued by the manufacturer ("End of Life" products)
 - Software and licences
 - Project goods or goods purchased at project conditions
 - Products from special offers (e.g. discount mailings, eBay)
- 04. A return of the goods to IT-HAUS is only possible after an RMA number has been assigned by IT-HAUS. The assignment of an RMA number does not signify the acceptance of the return shipment or a warranty or guarantee obligation.
- 05. The authorisation for a return of goods is valid for 14 days following assignment of the RMA number. For reasons of logistics, goods sent later cannot be accepted. Acceptance shall be refused for returns sent to IT-HAUS without prepaid shipping or an RMA number. These are returned to the sender at their own cost and risk. Costs for the inspection and shipment of non-authorised returns will be invoiced to the sender.
- 06. IT-HAUS shall decide after receipt of the goods if they are in a flawless state. The following criteria must be fulfilled:
 - No broken seals and unopened (even if it has be subsequently sealed again)
 - No customer-specific stickers/labelling
 - No additional markings
 - Items must be returned in repackaging
 - The original manufacturer's packaging (inside of the repackaging) is not damaged in any way
- 07. The customer shall bear the risk and the transport and packaging costs for the return shipment. The returns form obtained from IT-HAUS must be enclosed if not otherwise agreed. IT-HAUS can assume no liability for warranty claims for any accompanying accessories if the IT-HAUS data indicates that the goods were intended to be sent without accessories.
- 08. Returns are only accepted subject to inspection by IT-HAUS or the manufacturer. If the conditions for a return shipment are not fulfilled, or if the actual state of the goods does not correspond to the information on the return application, or if the processing of the warranty claim reveals that no material defect is present, the products will be returned to the customer at their own cost and risk. IT-HAUS shall be authorised in such cases to charge an expenditure fee of 35 Euros net.

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- 09. If the return is appropriately approved by IT-HAUS, the customer shall receive a credit towards open receivables to the sum of the current market price of the respective product, but not exceeding the invoiced price. If the products have already been paid for, the customer shall receive a corresponding credit for new orders. Freight costs and other surcharges will not be credited.
- 10. IT-HAUS reserves the right to return goods not corresponding to the specified condition or to reduce the amount of the credit depending on the condition of the goods. If a credit was already granted, we reserve the right to a subsequent adjustment.
- 11. Should a decision by the manufacturer of the returned goods be required, IT-HAUS shall reserve the right of retention regarding the credit until final clarification is provided. If applicable, solely the current value of the respective product as determined by the manufacturer will be credited or debited.
- 12. If a replacement was delivered to the customer in advance and the goods reported for the return shipment are not returned to IT-HAUS by the return deadline, the return-shipment approval will be revoked and the advance replacement invoiced to the customer at the current market price.

13. Data protection policy:

Before returning used hardware (e.g. copiers, computers) to IT-HAUS, the customer is required to irretrievably delete any data stored on hard disks and other permanent storage media in compliance with data-protection regulations. These media will be deleted by IT-HAUS only if this is separately requested. Please feel free to contact us regarding this. As the owner of the data, the customer is required in accordance with § 35 BDSG (German Data Protection Act) to delete the data in compliance with the law.

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