

## Returns, Refunds and Cancellation Policy

### 1. Who this policy applies to

This policy applies to all purchases made from **LCOM Ltd, Trading as Tek Direkt**.

Customers are classified as:

- **Home Users:** individuals acting wholly or mainly outside their trade, business, craft or profession
- **Business Customers:** companies, partnerships, sole traders, public bodies, charities, or individuals acting for business purposes

Nothing in this policy limits rights that cannot legally be excluded.

### 2. Basis of supply

All products are supplied on a **back-to-back basis** from our distributors and suppliers.

As a result:

- availability, pricing, returns, and warranties may be **subject to supplier terms**
- certain products are supplied **non-cancellable and non-returnable**
- we reserve the right to **pass through supplier-imposed costs, charges, and conditions**

By placing an order as a business customer, you agree that returns may be subject to restocking and supplier handling charges.

### 3. Customer responsibility

You are solely responsible for:

- product selection and suitability
- compatibility with your systems
- accuracy of order details (including delivery information)
- ensuring products meet your intended use

We do not accept liability for incorrect orders or compatibility issues.

### 4. Consumer cancellation rights (distance sales) for Home Users

If you are a Home User, you may cancel within **14 days** of receiving goods, subject to Section 5.

#### **4.1 Returns after cancellation**

- goods must be returned within 14 days of cancellation
- return costs are your responsibility
- goods must be handled only as necessary for inspection

We may **reduce your refund** to reflect diminished value caused by handling beyond reasonable inspection, including:

- opened or damaged packaging
- missing items or accessories
- signs of installation or use

#### **5. Exceptions to consumer cancellation rights**

Cancellation rights do not apply (or are lost) for:

- customised, configured or built-to-order products
- special order or non-stock items sourced specifically for you
- opened software, licence keys, activation codes or digital content
- cloud, SaaS or subscription services once provisioned or activated
- products registered with the manufacturer
- sealed goods once unsealed where return is unsuitable
- services once commenced with your consent

#### **6. Faulty, incorrect or non-conforming goods**

If goods are faulty or not as described:

- you must notify us within a reasonable time
- we may require inspection, testing, or return before resolution

We may, at our option:

- repair
- replace

- refund
- require manufacturer involvement

We are entitled to follow **manufacturer or supplier processes**, including RMA procedures.

We are not liable for faults caused by:

- misuse, damage, or neglect
- incorrect installation
- unauthorised modification or repair
- incompatibility with third-party systems

## **7. Business Customer returns**

All sales to Business Customers are **final and non-cancellable**, except where:

- goods are faulty on delivery
- goods do not match the accepted order
- we agree in writing to a return

### **7.1 Return conditions (Business Customers)**

Where a return is approved:

- prior written authorisation is mandatory
- supplier approval may be required
- goods must be unused, complete, and resaleable
- original packaging must be intact
- return must comply with supplier requirements
- return deadlines are strictly enforced

We reserve the right to **refuse returns** that do not meet these conditions.

### **7.2 Restocking and supplier charges**

We reserve the right to charge:

- restocking fees (typically up to 25% or more, where imposed by suppliers)
- supplier return fees
- handling, inspection and repackaging costs

- administrative charges
- original and return carriage costs

These charges apply in particular where:

- incorrect items were ordered
- orders are cancelled after acceptance
- deliveries are refused without valid reason
- supplier return conditions apply

Refunds may be reduced accordingly.

## **8. Non-returnable items**

Unless faulty or required by law, the following are non-returnable:

- special order or back-to-back sourced products
- configured, customised or built systems
- opened software or licence products
- digital downloads or activation codes
- cloud and subscription services
- products missing packaging, accessories or serial identifiers

## **9. Delivery issues**

You must inspect goods promptly.

You must report:

- shortages or visible damage within **48 hours**
- any discrepancies within **5 working days**

Failure to report within these timeframes may result in claims being rejected where permitted by law.

## **10. Return procedure**

Do not return goods without prior approval.

We will require:

- order details
- serial numbers
- photos
- diagnostics or manufacturer verification

Unauthorised returns will be refused.

## **11. Condition and risk of returns**

You are responsible for returned goods until received by us.

You must:

- securely package goods
- remove all personal data
- include all original contents in their original form, including packaging

We are not responsible for:

- data loss
- damage in return transit

## **12. Refunds**

Refunds will be issued to the original payment method.

We may withhold refunds until:

- goods are received, or
- proof of return is provided

### **12.1 Deductions**

We may deduct:

- diminished value (Consumers [Home Users], as permitted by law)
- restocking and supplier charges (Business Customers)
- costs arising from non-compliant returns

Delivery charges:

- refunded only where required by law

- enhanced delivery options are non-refundable

### **13. Supplier and manufacturer dependency**

Many products are subject to:

- manufacturer warranties (not ours)
- supplier return policies
- third-party service conditions

We accept returns or provide remedies **only to the extent permitted by our suppliers**, except where consumer law requires otherwise.

### **14. Limitation of liability (Business Customers)**

To the fullest extent permitted by law:

- all implied terms are excluded
- we are not liable for indirect or consequential loss
- our total liability is limited to the price paid for the product

### **15. Consumer rights preserved**

Nothing in this policy affects statutory consumer (Home User) rights.

### **16. Contact details**

**LCOM Ltd, T/A Tek Direkt**

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