

# label

by ZILINGØ

## Terms & Conditions for Returns and Refunds For Label by Zilingo

“Return” is defined as the action of giving/sending an item/units comprising an order/shipment back to **Label by Zilingo/Zilingo**; purchased by the buyer on the **Label by Zilingo/Zilingo** Application/Website. The following situations may result in a return being requested:

- a. Quality specifications of more than 5% of the units comprising an order/shipment, do not match the quality specifications of the (prototype) sample previously sent to the buyer, or seen by the buyer.
- b. Functional defects in more than 10% of the units comprising an order/shipment
- c. Products do not match the product related specifications/details mentioned in the PO/Order Sheet relayed by Label by Zilingo/Zilingo to the supplier (after the same has been reviewed by the buyer/buying party).

Quality specifications here are defined by details mentioned in the PO/Order Sheet relayed by Zilingo For Business/Zilingo to the supplier (after the same has been reviewed by the buyer/buying party).

### **Conditions for Return:**

Orders/shipments are eligible for return from Buyer if:

1. a. Any of the previously mentioned situations arise at the time of inspection by **Label by Zilingo/Zilingo (or any Label by Zilingo/Zilingo appointed Third-Party)** at Port of Origin/Seller’s Office/Warehouse/Factory.
- OR**
2. Any of the previously mentioned situations arise at the time of inspection by Buyer, within a period of 15 days from dispatch at the (Buyer’s) destination port (after customs clearance). **AND**
  3. A. Label by Zilingo/Zilingo appointed (internationally-accredited) **Third-Party Quality Inspection Agency** has reviewed, verified and confirmed that units/products comprising an order/shipment are subject to any of the previously mentioned situations (“*The following situations may result in a return being requested: a-c*”)
- B. Defective units/products comprising an order/shipment must be in their unused, original condition, with original tags still on, and in the original packaging.

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Sellers & Buyers are obliged to allow **Label by Zilingo/Zilingo**, or a Party appointed by **Label by Zilingo/Zilingo** to inspect quality of all (or a part therein) of the units comprising an order, prior to dispatch from Seller's Factory/Warehouse/Office/Port of Origin; or at the Buyer's Destination Port/Warehouse (*only if the Buyer has initiated a complaint/the return process*).

Details of the appointed (internationally-accredited) Third-Party Quality Inspection Agency will be divulged prior to an inspection taking place.

### **The Return Process:**

- a. To initiate the a Return process, the Buyer needs to send an email to the customer support team at [b2b.sales@zilingo.com](mailto:b2b.sales@zilingo.com) (or to the Account Executive who s/he has been communicating with from the Label by Zilingo/Zilingo team), along with details of defective/scrutinized units comprising an order/shipment.
- b. Subject to the order value, quantity, and where the Buyer is located, the Label by Zilingo/Zilingo (internationally-accredited) **Third-Party Quality Inspection Agency** will reach out to the Buyer to inspect the products.
- c. Only once our (internationally-accredited) **Third-Party Quality Inspection Agency** has verified that units/products comprising an order/shipment are functionally defect/compromises or mismatches the originally promised quality (or is subject to any of the previously mentioned situations (*"The following situations may result in a return being requested: a-c"*)) will the order be processed for a return. While the (internationally-accredited) **Third-Party Quality Inspection Agency** undertakes an inspection, Label by Zilingo/Zilingo will inform the seller that his goods are being reviewed.
- d. Having assessed the report generated by the **Third-Party Quality Inspection Agency**, and shared the same with the Seller; the Label by Zilingo/Zilingo team will issue a **Return Notice** to the Seller. The Label by Zilingo/Zilingo team will manage and ensure that all the refunds are processed, and will transfer Order related payments from Seller to Buyer.
- e. The Zilingo Team will bear costs and manage all reverse logistics processes up until the point of bringing the returned products to a **designated location** (agreed upon between Label by Zilingo/Zilingo and Seller), in a manner which will not further compromise quality of the units/products comprising the order/shipment being returned. Beyond the **designated location**, Label by Zilingo/Zilingo and the Buyer forsake all liability and ownership of the order/shipment, and it is the obligation of the Seller to bear costs and manage transport to their factory/warehouse.

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f. Seller is obliged to settle all reverse payments (i.e. from Seller to **Label by Zilingo/Zilingo**) for return orders, within a period of 7 working days from the time a **Return Notice** has been issued by **Label by Zilingo/Zilingo** to the Seller.

### **The Refund Process:**

- i. The Label by Zilingo/Zilingo team will manage and ensure that all the refunds are processed, and will transfer Order related payments from Seller to Buyer.
- ii. All refunds shall be made via the **original payment mechanism** to the party (Buyer) who made the original payment at the time of placing the Order.
- iii. The processing of payment will take place within a period of 7 working days from the time a **Return Notice** has been issued by **Label by Zilingo/Zilingo** to the Seller. This process is also subject to delays and legal processes followed by the respective banks and/or payment method & channels selected by the Buyer.
- iv. Buyer can check status of refund by reaching out to the support team at [b2b.sales@zilingo.com](mailto:b2b.sales@zilingo.com)
- v. All refunds are conditional upon Label by Zilingo/Zilingo's acceptance of a valid return of the order/shipment.
- vi. We reserve the right to modify the mechanism and conditions for processing refunds at any time without notice, and on a case-by-case basis.

The courts of Thailand have exclusive jurisdiction to settle any Return, Refund or Delivery related dispute between Label by Zilingo/Zilingo (Zillion-Tech (Thailand) Ltd.) and Buyer; or Label by Zilingo/Zilingo (Zillion-Tech (Thailand) Ltd.) and Seller.

The Company also reserves the right to modify, add or remove any clauses in these Terms or Conditions without prior notice. Any modifications, additions or removals however will be immediately reflected on the Zilingo Application and Website