

**General Terms and Conditions of the private company with limited liability European Hardware Solutions B.V. (file number Chamber of Commerce 18080985), having its registered office in Gilze en Rijen, having its place of business in Rijen at the Kempenbaan 34.**

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**Article 1 – Definitions**

For the purpose of these terms and conditions the following is understood as:

1. **Reflection period:** the period within which the consumer can rely on his right of withdrawal;
2. **Consumer:** the natural person who does not act in the course of a business or profession and who concludes an agreement with the entrepreneur;
3. **Day:** calendar day;
4. **Continuing performance agreements:** a distance agreement with regard to a series of products and/or services of which the delivery and/or purchasing obligation is spread over time;
5. **Durable data carrier:** every device that enables the consumer or the entrepreneur to store information that is addressed to the same in a way that makes future consultation and unchanged reproduction of the stored information possible;
6. **Right of withdrawal:** the possibility for the consumer to abandon the distance agreement within the reflection period;
7. **Entrepreneur:** the natural or legal person who offers products and/or services to consumers for distance selling;
8. **Distance agreement:** an agreement in pursuance of which in the context of a system organised by the entrepreneur for distance selling of products and/or services, up to and including the conclusion of the agreement, use is exclusively made of one or more techniques for distance communication;
9. **Technique for distance communication:** means that can be used for the conclusion of an agreement without the consumer and the entrepreneur simultaneously meeting in the same area.

## **Article 2 – Identity of the entrepreneur**

For the purpose of these general terms and conditions “entrepreneur” is understood as the private company with limited liability European Hardware Solutions B.V. (file number Chamber of Commerce 18080985), having its registered office in Gilze en Rijen, having its place of business in Rijen at the Kempenbaan 34.

## **Article 3 – Applicability**

1. These general terms and conditions are applicable to each and every offer of the entrepreneur and to each and every concluded distance agreement by and between the entrepreneur and the consumer.
2. Before the distance agreement is concluded the text of these general terms and conditions is made available to the consumer. If this is within reason not possible then before the distance agreement is concluded it shall be indicated that the general terms and conditions can be inspected at the entrepreneur and are at the request of the consumer sent as soon as possible.
3. If the distance agreement is concluded electronically then in derogation from the previous paragraph and before the distance agreement is concluded the text of these general terms and conditions are made available to the consumer electronically in such manner that they can easily be stored on a durable data carrier by the consumer. If this is within reason not possible then before the distance agreement is concluded it shall be indicated where note can be taken of the general terms and conditions electronically and that on demand of the consumer they shall be sent electronically or otherwise free of charge.
4. To the extent that in addition to these general terms and conditions specific product or service terms and conditions are applicable, paragraphs 2 and 3 are equally applicable.

## **Article 4 – The offer**

1. If an offer has a limited validity or takes place on conditions then this is expressly indicated in the offer.
2. The offer with regard to products is applicable as long as stocks last.
3. The offer contains a complete and accurate specification of the offered products and/or services. The specification is sufficiently detailed to enable a good assessment of the offer by the consumer. If the entrepreneur uses images then they shall offer a truthful representation of the offered products and/or services, should this not be possible then the entrepreneur shall indicate this. Apparent errors or apparent mistakes in the offer shall not have binding effect on the entrepreneur.
4. Each and every offer contains such information that it is clear to the consumer what the rights and obligations are that are associated with the acceptance of the offer. This particularly regards:
  - the price including taxes;
  - the possible costs of delivery;
  - the way that the agreement shall be concluded and what acts are required for this;
  - the applicability or not of the right of withdrawal;
  - the payment, delivery and implementation method of the agreement;
  - the time limit for acceptance of the offer or the time limit within which the entrepreneur guarantees the price;
  - the level of the rate for distance communication if the costs of the use of the technique for distance communication are calculated on a basis other than the regular basic rate for the used means of communication;
  - whether or not the agreement is archived after the conclusion, and if so how it can be consulted by the consumer;
  - the way that the consumer can, prior to the conclusion of the agreement check and, if so desired, remedy the data supplied within the framework of the agreement;
  - the possible other languages in which, apart from Dutch, the agreement can be concluded;



- the codes of conduct that the entrepreneur submitted to and the way that the consumer can consult these codes of conduct electronically; and
- the minimum term of the distance agreement in case of a continuing performance agreement.

#### **Article 5 – The agreement**

1. The agreement is, subject to the provisions set forth in paragraph 4, concluded at the time of acceptance of the offer by the consumer and compliance with the imposed conditions.
2. If the consumer accepted the offer electronically then the entrepreneur shall forthwith confirm receipt of the acceptance of the offer electronically. As long as the entrepreneur has not confirmed the receipt of this acceptance, the consumer can dissolve the agreement.
3. If the agreement is concluded electronically the entrepreneur shall take appropriate technical and organisational measures in order to secure the electronic transfer of data and shall provide for a secure web environment. If the consumer can pay electronically then the entrepreneur shall observe appropriate security measures.
4. The entrepreneur can – within legal frameworks – ascertain itself of the fact whether the consumer can comply with his payment obligations as also of the facts and factors that bear relevance to a responsible conclusion of the distance agreement. If on the basis of this examination the entrepreneur has good reasons not to conclude the agreement then the entrepreneur shall be authorised to reject an order or request in a motivated manner or to impose special conditions on the implementation.
5. With the product or service the entrepreneur shall send the following information to the consumer, in writing or otherwise in a manner that it can be stored by the consumer in an accessible manner on a durable data carrier:
  - a. the visiting address of the establishment of the entrepreneur that the consumer can address with complaints;
  - b. the conditions on the basis of which and the manner that the consumer can rely on the right of withdrawal or a clear indication regarding the exclusion of the right of withdrawal;
  - c. the information about warranties and service in place after purchase;
  - d. the data included in article 4 paragraph 3 of these terms and conditions, unless the entrepreneur has already supplied these data to the consumer prior to the implementation of the agreement;
  - e. the requirements for termination of the agreement if the agreement has a term of more than one year or has been concluded for an indefinite period of time.
6. In case of a continuing performance agreement the provisions set forth in the previous paragraph are only applicable to the first delivery.

#### **Article 6 – Right of withdrawal**

*In case of the delivery of products:*

1. When purchasing products the consumer has the possibility of dissolving the agreement without stating reasons during a period of 14 working days. This reflection period commences on the day after receipt of the product by the consumer or a representative designated by the consumer in advance and communicated to the entrepreneur.
2. During the reflection period the consumer shall handle the product and the packaging accurately. He shall only unpack or use the product to the extent that this is required in order to assess whether or not he wishes to keep the product. If he relies on his right of withdrawal then he shall return the product with all supplied accessories and – where reasonably possible – in the original state and packaging to the entrepreneur in conformity with the reasonable and clear instructions of the entrepreneur.

*In case of the supply of services:*



3. When supplying services the consumer has the possibility of dissolving the agreement without stating reasons during a period of 14 working days commencing on the day of the conclusion of the agreement.
4. To rely on his right of withdrawal the consumer shall comply with the reasonable and clear instructions provided by the entrepreneur in connection therewith with the offer and/or at the latest at the time of the supply.

#### **Article 7 – Costs in case of withdrawal**

1. If the consumer relies on his right of withdrawal then at most the costs of the return shall be at his expense.
2. If the consumer paid an amount the entrepreneur shall forthwith, however at the latest within 14 days after the return or withdrawal, repay this amount.

#### **Article 8 – Exclusion of the right of withdrawal**

1. The entrepreneur can exclude the right of withdrawal of the consumer to the extent foreseen in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur clearly indicated this in the offer, at least in a timely fashion prior to the conclusion of the agreement.
2. Exclusion of the right of withdrawal is only possible for products:
  - a. that were produced by the entrepreneur in accordance with the specifications of the consumer;
  - b. that are clearly of a personal nature;
  - c. that cannot be returned due to their nature;
  - d. that can age quickly;
  - e. of which the price is subject to fluctuations on the financial market beyond the control of the entrepreneur;
  - f. for audio and video recordings and computer software of which the consumer broke the seal.
3. Exclusion of the right of withdrawal is only possible for services of which the supply commenced with express consent of the consumer before the reflection period has expired.

#### **Article 9 – The prices**

1. During the validity mentioned in the offer the prices of the offered products and/or services shall not be increased, barring price changes as a result of changes in VAT rates.
2. In derogation from the previous paragraph the entrepreneur can offer products or services that are subject to fluctuations on the financial market with variable prices. This being bound by fluctuations and the fact that possibly indicated prices are target prices is mentioned in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only allowed if they are the result of statutory regulations or provisions.
4. Price increases as from 3 months after the conclusion of the agreement are only allowed if the entrepreneur stipulated this and:
  - a. they are the result of statutory regulations or provisions; or
  - b. the consumer has the authority to terminate the agreement as from the day when the price increase takes effect.
5. The prices mentioned in the offer of products or services are including VAT.

#### **Article 10 – Conformity and warranty**

1. The entrepreneur warrants that the products and/or services comply with the agreement, the specifications mentioned in the offer, and the reasonable requirements of reliability and/or usability and the statutory provisions and/or official regulations existing on the date of the conclusion of the agreement.
2. Each and every form of warranty shall expire if a defect occurs as a result of or derives from injudicious or improper use of the same or use after the best before date, incorrect storage or

maintenance on the same by the consumer and/or by third parties when, without written consent of the entrepreneur, the consumer or third parties made changes or tried to make changes on the good, goods were attached to the same that should not have been attached or if they were processed or treated in a manner other than prescribed. The consumer shall neither be entitled to a warranty claim if the defect is the result of circumstances that are beyond the control of the entrepreneur.

#### **Article 11 – Delivery and implementation**

1. The entrepreneur shall observe the utmost diligence upon the receipt and the implementation of orders of products and upon the assessment of requests for the provision of services.
2. The address that the consumer communicated to the company is considered as the place of delivery.
3. In consideration of the relevant provisions set forth in article 4 above of these general terms and conditions the company shall implement accepted orders expeditiously however at the latest within 30 days unless a longer delivery period has been agreed on. If the delivery experiences a delay or if an order cannot or only partly be implemented then the consumer receives notification of the same at the latest 30 days after he has placed the order. The consumer shall in that case be entitled to dissolve the agreement without any costs and to claim possible compensation.
4. In case of dissolution in conformity with the previous paragraph the amount that the consumer paid shall forthwith, however at the latest within 30 days after the dissolution, be repaid.
5. If delivery of an ordered product appears to be impossible the entrepreneur shall make an effort to make an alternative product available. At the latest upon delivery it shall be indicated in a clear and understandable manner that an alternative product is delivered. In case of alternative products the right of withdrawal cannot be excluded. The costs of a possible return are at the expense of the entrepreneur.
6. The risk of damage to and/or loss of products is vested in the entrepreneur until the moment of delivery to the consumer or a representative designated in advance and communicated to the entrepreneur, unless expressly stipulated otherwise.

#### **Article 12 – Continuing performance agreement: term, notice and renewal**

##### *Notice*

1. The consumer can at all times give notice of termination of an agreement that has been concluded for an indefinite period of time and that extends to the regular delivery of products or the regular supply of services, in consideration of the stipulated notice rules and a notice period of at most one month.
2. The consumer can at all times give notice of termination of an agreement that has been concluded for a definite period of time and that extends to the regular delivery of products or the regular supply of services at the end of a definite period of time, in consideration of the stipulated notice rules and a notice period of at most one month.
3. The agreements as intended in the previous paragraphs:
  - can at all times be terminated by the consumer and cannot be limited to termination at a certain time or in a certain period;
  - can at least be terminated by the consumer in the same manner as they were concluded;
  - can always be terminated by the consumer with the same notice period as stipulated by the entrepreneur for itself.

##### *Renewal*

4. An agreement that has been concluded for a definite period of time and that extends to the regular delivery of products or the regular supply of services cannot automatically be extended or renewed for a definite period of time.
5. An agreement that has been concluded for a definite period of time and that extends to the regular delivery of products or the regular supply of services can only automatically be renewed

for an indefinite period of time if the consumer can terminate at all times in consideration of a notice period of one month.

*Term*

6. If an agreement has a term of more than one year then the consumer can at all times terminate the agreement after one year in consideration of a notice period of at most one month, unless the principles of reasonableness or fairness oppose termination before the end of the stipulated term.

**Article 13 – Payment**

1. To the extent not stipulated otherwise, the amounts payable by the consumer must be paid within 14 days after the commencement of the reflection period as intended in article 6 paragraph 1. In case of an agreement for the provision of a service this period commences after the consumer has received the confirmation of the agreement.
2. Upon the sale of products to consumers an advance of more than 50% shall never be stipulated. If an advance is stipulated the consumer cannot exercise any right in terms of the implementation of the relevant order or service(s) before the stipulated advance has been paid.
3. The consumer is held to forthwith report inaccuracies in supplied or specified payment details to the entrepreneur.
4. If the consumer fails to pay an invoice in a timely fashion then the consumer shall be in default by operation of law. The consumer shall then be liable to pay interest, which interest equals the statutory interest. The interest on the payable amount shall be calculated as from the moment that the consumer is in default up to the moment of payment in full of the payable amount.
5. The entrepreneur is entitled to first apply the payments made by the consumer to the costs, then to accrued interest and finally to the principal sum and the accruals.
6. The entrepreneur can, without thus being in default, reject an offer for payment if the consumer designates a different order of allocation of the payment. The entrepreneur can reject payment in full of the principal sum if this does not also include the accrued interest, the accruals and the collection costs.
7. Objections to the level of the invoice shall not suspend the payment obligation.
8. If the consumer is in default or fails to comply with his obligations (in a timely fashion) then all reasonable costs to obtain satisfaction out of court are at the expense of the consumer. The extrajudicial costs are calculated on the basis of that which is then common in the Dutch collection practice, currently the Dutch Extrajudicial Collection Costs (Standards) Act. These costs shall be communicated to the consumer in advance.



#### **Article 14 – Reservation of title**

1. The User remains the owner of the delivered goods as long as the Other Party:
  - a. fails or will fail to fulfil its obligations under these or other agreements;
  - b. claims that have arisen from non-fulfilment of the aforementioned agreements, such as damage, penalties, interest and costs, have not been
2. Nonetheless, as from the moment of delivery the consumer shall bear the risk for loss of or damage to these goods, resulting from any cause whatsoever, and/or for damages caused by these goods. The consumer is held to insure the goods against fire, explosion and water damage as also against theft for the duration of the reserved title and to on demand provide the entrepreneur insight into the policies of these insurances. In case of a possible benefit pursuant to the insurance the entrepreneur shall be entitled to this benefit. Where necessary, the consumer commits in advance vis-à-vis the entrepreneur to provide cooperation to all that which should (could) be required or advisable in this context.
3. Goods delivered by the entrepreneur that fall under the reservation of title pursuant to paragraph 1 cannot be resold and can never be used as means of payment. The consumer shall not be authorised to pledge or otherwise encumber the goods that fall under the reservation of title. In case of a breach the purchase price shall immediately fall due in full.
4. Without prejudice to the other rights allocated to the same the entrepreneur is irrevocably authorised by the consumer to, if the latter does not comply with the payment obligations vis-à-vis the entrepreneur or late, take back the goods delivered by the same without any notice of default or judicial intervention being required or, if they have been assembled to movable or immovable property, disassemble and take the same back. In this respect the consumer already provides its unconditional and irrevocable consent to the entrepreneur and to third parties designated by the entrepreneur to access those locations where the properties of the entrepreneur are located.
5. When the entrepreneur takes back goods it shall credit the goods that are taken back on the basis of the value that these goods have when taken back to the extent not higher than the invoiced amount.
6. The consumer must always do everything that can within reason be expected of the same in order to secure the ownership rights of the entrepreneur.
7. If third parties impose an attachment on the goods delivered under the reservation of title or wish to establish rights on the same then the consumer is held to immediately report this to the entrepreneur.
8. If the Consumer has fulfilled his obligations after the goods have been delivered to him by the Entrepreneur in accordance with the agreement, the retention of title with regard to these items will revive if the Consumer fails to fulfil his obligations under a later agreement.

#### **Article 15 – Complaints procedure**

1. The entrepreneur disposes of a sufficiently published complaints procedure and handles the claim in accordance with this complaints procedure.
2. Complaints about the implementation of the agreement must be submitted to the entrepreneur in a timely fashion and in a complete and clearly outlined manner after the consumer has detected the defects.
3. Complaints submitted to the entrepreneur are answered within a time limit of 14 days calculated as from the date of receipt. If a complaint requires a foreseeably longer handling time then the entrepreneur answers within the time limit of 14 days with a confirmation of receipt and an indication when the consumer can expect a more extensive answer.

4. If the complaint cannot be solved in joint consultation there shall be question of a dispute that is susceptible to the dispute settlement rules.

**Article 16 – Disputes**

Dutch law is exclusively applicable to agreements between the entrepreneur and the consumer to which these general terms and conditions are related.

**Article 17 – Supplemental or deviating provisions**

Supplemental or deviating provisions to or from these general terms and conditions cannot be to the detriment of the consumer and must be established in writing or such that they can be stored by the consumer in an accessible manner on a durable data carrier.

**Article 18 – General terms and conditions of ICTWaarborg**

The general terms and conditions of ICTWaarborg are applicable in addition to the present general terms and conditions. In case of conflicting provisions the general terms and conditions of ICTWaarborg shall prevail.