

## GENERAL TERMS AND CONDITIONS OF SALES AND DELIVERY

### 1. General

- 1.1. These general terms and Conditions of Sales and Delivery (hereinafter the 'General Terms and Conditions') apply to all quotations, quotations, bids, offers and agreements both with regard to the delivery of goods and with regard to the performance of work by the private limited-liability company iUsed BV, having its registered office in Nieuwegein (The Netherlands), Chamber of Commerce number, 70518793 trading under the names iUsed Store, iUsed.nl, iUsed.be, iUsed.eu, Second-handnotebook.nl and RefurbishedDirect.nl, ITRefurbished.nl, Swoop.nl (hereinafter: 'iUsed' ) to customers, buyers, providers of used ICT equipment to be collected and / or purchased (and hereafter also referred to as: 'Client') and are effective from 1 January 2018.
- 1.2. The General Terms and Conditions and / or the applicability thereof can only be explicitly deviated from in writing.
- 1.3. The applicability of additional and / or deviating (purchase) conditions from the Client or third parties is explicitly excluded. Provisions from this do not bind iUsed, unless they have been explicitly accepted in writing by iUsed. In the event that any provision of these Terms and Conditions will be deemed void by a competent court or otherwise not binding, the remaining provisions of these Terms and Conditions will remain in full force.

### 2. Orders, offers and agreement

- 2.1. All quotations and offers are without obligation, unless explicitly stated otherwise. Offers and quotations are based on the information, drawings, etc. provided by the Client with a possible request, of the correctness that iUsed may assume.
- 2.2. Agreements between iUsed and the Client will only come into effect if and insofar as tenders, offers or assignments have been accepted by iUsed or are deemed to have been concluded if iUsed has already started the execution of the work. If sales take place from warehouse stock, the invoice can take the place for the written order confirmation. Even if an agreement between iUsed and the Client has already been established through offer and acceptance, this iUsed will not be binding if it demonstrates that the price quoted is so low that iUsed cannot reasonably be held to the agreement. The foregoing applies in any case if (incorrectly) an offer was made below the purchase price, even if the Client did not know this and could reasonably have relied on the (too low) price.
- 2.3. In deviation from the foregoing, in the event that the goods in question are financed by means of a lease financing agreement, iUsed can stipulate that prior to the conclusion of the agreement between the client and iUsed written confirmation from the leasing company will be given that the goods in question will be paid by it.
- 2.4. Descriptions in orders, offers and / or quotations are as accurate as possible, but do not bind iUsed. Technical changes are reserved by iUsed.
- 2.5. iUsed has the right, if the order for the delivery of a good or the provision of services does not lead to an agreement, to charge all costs that iUsed had to incur in order to be able to provide the offer to the Client.

### 3. Delivery

- 3.1. All delivery periods stated by iUsed are approximations only and will never be regarded as deadlines, unless expressly agreed otherwise in writing.

- 3.2. iUsed is entitled to suspend delivery as long as the Client has not fulfilled all its obligations towards iUsed. This suspension applies until the Client has still complied with these obligations, or iUsed has dissolved the agreement due to non-performance, in which case the Client is obliged to pay compensation for the damage.
- 3.3. If and to the extent that iUsed for whatever reason is reasonably not permanently capable of delivering (part of) the delivery, it is entitled to dissolve the agreement in whole or in part, without being obliged to pay any fine or compensation for any damage.
- 3.4. Delivery takes place ex warehouse, workshop, factory or shop at iUsed's choice.
- 3.5. The goods to be delivered by iUsed can be transported by iUsed at the expense and risk of the Client. The choice of the mode of transport is then in principle determined by iUsed. Insurance of the goods to be transported does not take place unless the Client explicitly requires this; in this case the costs will be borne by the Client.
- 3.6. Unless otherwise expressly agreed, the costs for import and export duties, stamp, station and clearance costs and taxes etc. will be borne by the Client.
- 3.7. iUsed reserves the right to deliver in parts and to invoice separately.
- 3.8. If ordered goods have arrived at iUsed's warehouse but need to be stored temporarily at the request of the Client, iUsed is entitled to demand payment for the goods in question. iUsed is also entitled, where appropriate, to charge storage costs. Items as referred to above are stored at the risk of the Client. iUsed is not obliged to agree to a storage as referred to above.

#### **4. Prices**

- 4.1. The prices stated by iUsed are based on the prices valid on the day of delivery ex workshop, factory, warehouse or store and are exclusive of VAT and unless explicitly stated otherwise excluding packaging and shipping costs.
- 4.2. iUsed has the right to include all price-increasing factors, including increases in cost prices and rates for materials, wage costs, social security charges, taxes, transport costs, (factory)prices of suppliers, as well as a change in currency ratios that arose after doing to charge the offer and quotation, or the conclusion of the agreement to the Client. The Client is entitled, after being informed of the increase, to dissolve the agreement within 8 days after the notification, if it can reasonably be stated that the Client, if the higher price had already been known at the conclusion of the agreement, had not conclude the agreement.

#### **5. Payments**

- 5.1. Unless explicitly agreed otherwise in writing, payment must be made in cash or by proxy without deduction of any discount. The payment term can be considered as a strict deadline. Compensation, suspension, deduction or set-off is not permitted, unless explicitly agreed otherwise in writing between the parties.
- 5.2. iUsed is always entitled, prior to delivery, to demand security that it deems sufficient for the fulfilment of the payment obligations of the Client. This provision also applies if credit is stipulated. Refusal by the Client to provide the required security gives iUsed the right to regard the agreement as dissolved, without prejudice to iUsed's right to reimbursement of expenses and loss of profit.
- 5.3. In the event that the payment term is exceeded, the Client owes iUsed interest from the due date of the invoice on all late payments of 1% above the then current promissory discount of 'De Nederlandsche Bank NV' with a minimum of 1.5% per month. The Client also owes the extrajudicial collection costs, to be set at a flat rate of at least 15% of the amount of the overdue payment with a minimum of € 250.

## **6. Retention of title**

- 6.1. iUsed retains ownership of all items delivered by iUsed to the Client, as long as the Client has not fulfilled all its payment obligations with regard to the delivered items, including claims relating to any fines, interest and costs that may become due.
- 6.2. In addition to the aforementioned retention of title, the Client undertakes to establish a possession-free lien on iUsed's first request to that effect on all items delivered by iUsed to the Client, as security for all existing and future claims of iUsed on the Client, for whatever reason.
- 6.3. As long as it is established that the ownership of the delivered goods has not yet been transferred to the Client, he is not entitled to resell the delivered goods, or make them available to third parties, to pledge them to third parties or to encumber the delivered goods in any other way, without the express written consent of iUsed.

## **7. Complaints**

- 7.1. Client must report complaints about the delivered goods or services within 8 days after delivery has taken place or the work has been performed to iUsed in writing, failing which the goods are deemed to have been delivered or the work is deemed to have been performed in accordance with what agreed between the parties.
- 7.2. In the event of a complaint found by iUsed to be valid about delivered goods, iUsed has the right to repair the relevant goods or to replace them with similar items. iUsed is not obliged to compensate for any damage, except in the event that this damage is due to intent or gross negligence on the part of iUsed.

## **8. Rights of iUsed**

- 8.1. The copyright as well as all other intellectual and industrial property rights with regard to software and equipment that is delivered by iUsed to the Client or made available in any way whatsoever, rest exclusively with iUsed or its licensors, unless the parties otherwise have expressly agreed in writing. Client only obtains the user rights for this based on the applicable license conditions.
- 8.2. The Client is not permitted to remove or change any designation regarding copyrights, brands, trade names or other intellectual or industrial property rights from the software, equipment or materials, including designations regarding the confidential nature and secrecy of the software.
- 8.3. iUsed is permitted to take technical measures to protect the aforementioned rights.
- 8.4. The Client is not permitted, without prior written permission from iUsed, to dismantle, decompile, apply reverse engineering, integrate or combine it with other software, copy, translate, adapt, wholly or in part, make or change variations, except to the extent permitted by applicable licensing conditions and to the extent permitted by law.
- 8.5. iUsed shall indemnify the Client against any action based on the claim that the software and / or software developed by iUsed itself infringes a copyright of third parties in the Netherlands. iUsed does not grant any indemnification and is not obliged to pay any compensation for any claim in which there is a change in the software..
- 8.6. If the parties agree in a separate agreement in writing that iUsed will develop software at instructions of the Client, the Client will, with regard to the software developed entirely for its behalf, acquire the non-exclusive right to unlimited use of the software in its own company. Parties can explicitly agree otherwise in writing.

- 8.7. Only if this has been explicitly agreed in writing will the source code of the software be made available to the Client and / or will the Client be entitled to make changes to this software.

## **9. Product advice**

- 9.1. iUsed can make an inventory of the required and / or desired IT solution at the Client's request. Although iUsed will make every effort to carry out inventory and / or advisory work correctly and professionally, iUsed bears no responsibility whatsoever for the acceptance or non-acceptance by the Client of a recommendation issued.
- 9.2. iUsed can base its inventory and advice on the information provided to it by the Client or third parties. It has no obligation to investigate this.

## **10. Workplace placement, installation and migration**

- 10.1. iUsed can perform placement, installation and migration works at the request of the client. It concerns both hardware and software installation activities.
- 10.2. Although iUsed will endeavour to perform placement, installation and migration activities correctly and professionally, it does not bear any responsibility for this.
- 10.3. Work in connection with placement, installation and migration is carried out at the expense and risk of the client, and is deemed to be carried out under the constant supervision of the client.

## **11. Service and maintenance work**

- 11.1. iUsed will perform service and maintenance in accordance with the agreements recorded in writing with the Client.
- 11.2. Service and maintenance only concern the hardware.
- 11.3. If equipment is issued for research for whatever reason, iUsed is entitled to charge for research costs. If the Client does not receive the ICT equipment it has delivered within 60 days after equipment has been repaired, or an investigation has been completed and this has been made known to Client, iUsed is entitled to dispose of the equipment and any costs incurred for this to charge to the client. Any storage costs are at the expense of the Client.
- 11.4. All equipment, software and other materials used by iUsed for service and maintenance remain the property of iUsed unless and insofar as the Client pays a fee for the development or purchase thereof by iUsed.
- 11.5. iUsed can make changes to the scope and content of the service to be provided. If such changes result in a change in the procedures applicable at the Client, iUsed will inform the Client about this as soon as possible and the costs of the change will be borne by the Client.
- 11.6. If service and / or maintenance work is performed on the basis of a service / maintenance card issued by iUsed, the conditions as described at the time of issue of this card apply. If iUsed does not fulfil its obligations under these terms and conditions, in the sense that it appears later than agreed, it is obliged not to pass on one working hour per incident, or at least not to deduct it from the credit on the card.

## **12. Taking and processing**

- 12.1. During the execution of its assignments, iUsed can take written off, at least replace, at least no longer use IT equipment. It can do this for the purpose of offering this equipment for waste processing or recycling, without prejudice to the provisions below.

- 12.2. If and insofar as costs associated with a possible waste processing or recycling are charged to iUsed, iUsed is entitled to charge these additionally. This also applies to transportation costs.
- 12.3. iUsed can also purchase depreciated or not, at least replace, at least IT equipment that is no longer in use. The client declares, if appropriate, to be authorized to sell the relevant IT equipment. iUsed is not obliged to check this authority, nor is it obliged to check whether the IT equipment offered for sale corresponds one-on-one with the IT equipment actually delivered to it by the Client. iUsed is not obliged to return the IT equipment issued as referred to above, irrespective of whether or not payment for the IT equipment in question has already been made by iUsed. iUsed is free to resell and deliver its IT equipment issued by the Client as referred to above, to this equipment for waste processing or recycling or to offer it to charities.
- 12.4. Values and / or quotations for items to be purchased or taken up, as published by iUsed on the internet or otherwise stated by it, other than in a dated and validly accepted written quotation to be accepted within an explicitly determined period, are indicative and do not apply as a binding offer. A bid made by an employee of iUsed in excess of an interest of € 50,000 is deemed not to have been validly submitted if this has not been signed by the iUsed director. iUsed is never obliged to purchase products or batches of products. If iUsed has made an offer as referred to above at any time and there are interim price-reducing circumstances, then iUsed is entitled to adjust its price offer and no longer to honour its earlier offer. The supplier of the equipment to be purchased is free to withdraw his offer if appropriate.
- 12.5. Although iUsed will endeavour to remove data from taken equipment, and iUsed uses advanced and approved software for its removal, iUsed is not liable for direct or indirect damage resulting from the non-removal or incomplete removal of data and customer characteristics of all confiscated equipment, at least of all equipment deemed to have been taken. The foregoing also applies if iUsed has issued a certificate regarding the intended removal.
- 12.6. When offering equipment to be collected, the provider is required to provide a specified packing slip. It is the supplier's responsibility to adequately package the equipment. If iUsed has not checked the equipment to be taken exhaustively on site for numbers and operation, the signing by iUsed of a packing slip when taking equipment gives no guarantee whatsoever for the actual intake of all equipment mentioned there. If upon arrival at iUsed it appears that the equipment taken is not working, damaged, incomplete or defective, this determination will be decisive for the condition of the equipment upon collection.
- 12.7. Although iUsed will endeavour to process equipment taken for processing in an environmentally friendly manner, and iUsed makes use of parties known to be reliable in the market for recycling, iUsed is not liable for direct or indirect damage resulting from the non-complete or incomplete environmentally-friendly processing of all confiscated equipment, at least of all equipment deemed to be confiscated.
- 12.8. iUsed is never liable for damage caused by employees of the supplier of equipment to be taken or third parties, who have given equipment, or at least placed it on a pallet to be taken, except in cases of intent or gross negligence on the part of iUsed.

### **13. Client cooperation**

- 13.1. Client is expected to fully cooperate with the execution of an assignment by iUsed, its employees or third parties engaged by iUsed.
- 13.2. Collaboration by the Client will include the signing of packing slips upon delivery.
- 13.3. Client will take care of a readily available contact person and will ensure timely provision of spaces, equipment, information, etc.

- 13.4. Prior to issuing a price estimate, the Client will provide sufficient clarity about special circumstances such as extra security, on the basis of which it can be assumed that employees of iUsed will need extra time when carrying out an assignment.
- 13.5. If the Client fails to meet one or more of the above obligations or does not fully comply with them, iUsed will inform the Client about this as soon as possible. The client will not be able to invoke force majeure with regard to the cooperation to be provided by it, at least such invocation of force majeure will not lead to the dissolution of the agreement without being obliged to pay compensation for the damage suffered or to be suffered by iUsed.
- 13.6. iUsed has the right, in the above case, to charge extra hours worked at its normal rates, even if a fixed price has been agreed for the service.

#### **14. Force majeure**

- 14.1. Force majeure on the part of iUsed is, except in cases governed by law, if iUsed is prevented from fulfilling its obligations as a result of circumstances beyond the control of iUsed, including, but not limited to, non-compliance by suppliers of iUsed to their obligations, this also includes the non-delivery or late delivery by iUsed of a supplier of iUsed of ordered or purchased new or used ICT equipment, or the non-delivery or late delivery of parts for equipment.
- 14.2. Force majeure explicitly includes theft of equipment offered to iUsed for processing and / or erasing data. Theft in this context is in any case any form of theft, including misappropriation, from or from means of transport, from locations at the client and from locations of iUsed. In this context, equipment is understood to mean any component or related item that can carry data.

#### **15. Warranty**

- 15.1. The equipment that is used by iUsed from a supplier, if present, is exclusively subject to the manufacturer's warranty provisions.
- 15.2. On used IT equipment purchased by iUsed and sold to the Client, iUsed does not provide any guarantee and accepts no liability for damage.
- 15.3. iUsed does not provide a guarantee for (supplied) standard software.
- 15.4. If and insofar as iUsed explicitly stated in writing on the invoice, has provided a guarantee, the following applies additionally.
- 15.5. Any claim to warranty expires if changes to the equipment have been made without the written permission of iUsed, which iUsed believes may affect the normal operation and reliability of the equipment. The same applies if parts other than those supplied by iUsed have been fitted within the warranty period or repairs have been made to the product without iUsed's permission.
- 15.6. Commercial damage, consequential damage or other indirect damage not specifically mentioned here are excluded from the guarantee. The warranty applies only to defects caused by defective manufacture, construction or material. The guarantee does not apply in the event of normal wear and damage caused by accidents, as well as in the event of changes in material or construction, negligence or improper treatment made by the Client or third parties, and in the event that the cause of the defect cannot be clearly established.
- 15.7. The costs and risks of transport to and from the workplace of iUsed are for the account of the Client.

- 15.8. iUsed also provides no guarantee whatsoever with regard to the software and / or software made available or supplied by it to the Client. iUsed does not guarantee, either expressly or tacitly, the quality, performance, tradability or suitability for any specific purpose of the software and / or software. All software is licensed and sold in the state it is in at the time of purchase. The risk concerning the quality and performance of the software lies with the Client. If and insofar as the software is purchased by iUsed from a supplier, only the warranty provisions - if any - of that supplier or manufacturer apply.
- 15.9. For the sale of used IT equipment, the warranty period explicitly given in writing only applies. Used equipment is in principle supplied without software. If used equipment is supplied with an operation system, iUsed is never obliged to supply a manual or other items.
- 15.10. iUsed is not required to perform repairs on used equipment. iUsed will in any case have fully met its warranty obligations if it has provided a replacement working device that reasonably meets the same specifications as the replaced device. iUsed is never obliged to take back used equipment against reimbursement of the purchase price.
- 15.11. iUsed is not obliged to provide a guarantee for used equipment that falls under the name "bargains" (Dutch: "koopjes"). The pricing for this is so low that no claim can be made without explicit guarantee. Even if iUsed has explicitly provided a guarantee for used equipment under the name bargains, no claim can be made to replacement, price reduction or repair with regard to batteries associated with that equipment.

## **16. Liability**

- 16.1. Without prejudice to the provisions with regard to the guarantee, iUsed explicitly excludes any further liability, for all damage, for whatever reason, including all direct and indirect damage, such as consequential or commercial damage, caused inter alia by malfunctioning or improper functioning of the delivered goods including software and equipment or services or related to the use thereof, or the temporary impossibility of it, damage as a result of the loss of data, files or software, including costs incurred to restore or reproduce such data or programs, except for liability for damage caused by intent or gross negligence of iUsed.
- 16.2. If and insofar as iUsed has any liability, iUsed will never be liable for an amount higher than the value of the delivered item that has caused direct or indirect damage, or is directly or indirectly involved in the damage, which value will be established on the basis of the invoice relating to the delivered goods, on the understanding that in the event of damage not directly or indirectly affecting the delivered product, iUsed will only be liable for direct damage caused by intent or gross negligence of iUsed and with provided that iUsed total liability in this regard will never amount to more than a maximum amount of € 10,000 per claim or related series of cases.
- 16.3. If, despite the foregoing, iUsed could nevertheless be held liable for damage, the Client will now waive any right to claim compensation for the damage that is higher than the amount that iUsed's professional liability insurance actually pays for the case concerned.
- 16.4. Damage claims as a result of the foregoing must be reported in writing to iUsed within one month after the occurrence of the damage.
- 16.5. The client indemnifies iUsed against all claims from third parties for damage caused by or in connection with the equipment or software supplied or licensed by iUsed. The Client also indemnifies iUsed against claims from third parties for damage caused by or in connection with the purchase and / or collection or processing of equipment.

## **17. Dissolution**

- 17.1. In the event that the Client fails to meet one or more of its payment obligations, or fails to do so on time or in full, iUsed is entitled, without notice of default and judicial intervention and without being obliged to pay any compensation, to terminate the relevant agreement by means of a written notice with immediate effect to dissolve or postpone delivery, without prejudice to iUsed's right to claim full compensation.
- 17.2. iUsed can, in addition to the other rights vested in it, terminate the agreement with the Client at any time without notice of default and judicial intervention and without liability to the Client by means of a written notification to the Client, if the Client is unable to meet its obligations due and payable debts or due and payable debts, becomes insolvent, concludes a private agreement with its creditors or convenes a meeting of its creditors, a decision is taken at a meeting of Client's shareholders to dissolve or liquidate the Client, a liquidator or administrator or a person with such an assignment is appointed for the Client's assets or estate or part thereof, or the Client takes such a measure due to debts or is subject to it, when the Client or a third party applies for his bankruptcy or if he, If the payment is not provisional, a suspension of payment is granted if the Client ceases its business or if attachment for substantial debts of the Client is made and this attachment is maintained for at least one month.

## **18. Applicable law and disputes**

- 18.1. The General Terms and Conditions and all transactions and agreements between iUsed and the Client are governed exclusively by Dutch law.
- 18.2. If disputes arising within the competence of a District Court, the District Court in Utrecht will be authorized to take cognizance of these disputes.

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## **ADDITIONAL TERMS AND CONDITIONS FOR INTERNET SALE AND DELIVERY TO CONSUMERS**

Of the private limited liability company iUsed BV, with its registered office in Nieuwegein, The Netherlands, Chamber of Commerce number 70518793, trading under the names iUsed Store, iUsed.nl, iUsed.be, iUsed.eu and second-hand Notebook.nl, ITRefurbished.nl, Swoop.nl (hereinafter: "iUsed").

### **1. Consumer**

- 1.1. A consumer in the context of this agreement is a counterparty in an agreement to purchase, quotation or offer to which these additional conditions for internet sales and delivery to consumers have been declared applicable, who is a natural person and does not act in the course of a business or profession or in association, hereinafter referred to as: "Buyer".
- 1.2. If a counterparty buys several identical or similar products, or at least accepts an offer, this counterparty is deemed to act in the exercise of a profession or business, or in association. If this assumption is incorrect, the Buyer must state this explicitly at or before entering into the purchase agreement in order to be able to invoke consumer protection under the law and the present conditions. iUsed reserves, where appropriate, the right to request the Buyer to inspect the products on location at iUsed prior to delivery and if the Buyer refuses to do so, not to sell.

### **2. Applicability**

- 2.1. These conditions apply to every offer, quotation and agreement between iUsed and the Buyer to which iUsed has declared these conditions applicable.
- 2.2. The iUsed General Terms and Conditions of Sales and Delivery also apply to every offer, quotation and agreement between iUsed and the Purchaser, unless explicitly deviated from in the present conditions.
- 2.3. Any deviations from these conditions are only valid if they have been explicitly agreed in writing.

### **3. Offers and quotations**

- 3.1. All offers are without obligation and only apply to the product in question, or, if more identical or comparable products are offered at the same price, while stocks last. Given the nature of the products offered, namely used goods, iUsed can never be obliged to offer or deliver the same or comparable products at the same price.
- 3.2. iUsed is only bound to an offer if the Buyer has accepted it, iUsed has confirmed, by means of an (electronic) quotation, that the product can be delivered at the price offered, whether or not increased by shipping costs, and the Buyer hereby provides it, as well as with the applicability of the iUsed terms and conditions. The prices stated in an offer include VAT, unless stated otherwise.
- 3.3. iUsed cannot be held to its offers if the Buyer should have understood, in terms of reasonableness and fairness and generally accepted opinions, that the offer or a part thereof contains an obvious mistake or error.

### **4. Delivery**

- 4.1. Unless otherwise agreed, iUsed will deliver the products in advance. The delivery period only starts after payment has been received by iUsed. If payment has not been received longer than 5 days after the purchase agreement has been concluded, the agreement will be deemed terminated.

- 4.2. If iUsed and the Buyer agree on delivery, the products will be delivered at the amount indicated by iUsed, unless iUsed has notified the consumer of different conditions at the conclusion of the agreement.
- 4.3. If iUsed requires information from the Buyer in the context of the performance of the agreement, the delivery time starts after the Buyer has made this available to iUsed.
- 4.4. If iUsed has specified a delivery period, this is indicative. However, the final delivery time will never exceed the specified delivery time by more than 30 days, unless there is force majeure. If a term is exceeded, the Buyer may terminate the agreement and demand credit or reimbursement of amounts already paid.
- 4.5. If upon delivery of the products the packaging is opened or visibly damaged, the Buyer is not obliged to accept these products.

## **5. Trial period of 30 days**

- 5.1. If the Buyer is not satisfied with the products delivered by iUsed for whatever reason and the Buyer has not yet used these products or has them used and the Buyer has not installed or installed any software, the Buyer is entitled to return the products concerned to iUsed to be sent, within a period of 30 days after the delivery date, if accompanied by the invoice receipt and in the original, not damaged, packaging.
- 5.2. Costs for returning are for the account of the Buyer.
- 5.3. iUsed will inspect the returned products immediately or within a reasonable period after they have been received back and if correctly returned iUsed will take care of crediting or reimbursing amounts already paid.
- 5.4. If the Buyer retains the products or the product, the Buyer hereby indicates that he accepts the products fully and irrevocably. The provisions of the warranty will of course remain in full force.
- 5.5. The sending by the Buyer to iUsed of a product other than the delivered product (including an equal product with a different serial number) is considered to be the retention of the delivered product. The product sent is returned at the expense of the Purchaser, at the Buyer's discretion, or processed as waste.

## **6. Warranty**

- 6.1. iUsed guarantees that the goods to be delivered meet the usual requirements and standards that can reasonably be imposed on used products and are free from defects, other than normal traces of use.
- 6.2. The guarantee on used products provided by iUsed applies for a period of 3 to 24 months after delivery. Batteries and accessories come with a limited warranty of up to 12 months after delivery.
- 6.3. Warranty by iUsed is limited to the replacement of the defective product for a like or similar product. In the event of replacement, the Buyer undertakes to return the replaced item to iUsed and to provide ownership to iUsed.
- 6.4. Every warranty is void if a defect has arisen as a result of injudiciously or improper use or if the Buyer or third parties have made changes or tried to make the product or used it for purposes for which the product is not intended.
- 6.5. The buyer is obliged to inspect the goods delivered at the time of delivery, but in any case within the shortest possible time. In doing so, the Buyer should investigate whether the quality and quantity of the delivered goods correspond to what has been agreed, or at least meets the requirements that apply in normal (trade)traffic.

- 6.6. Any shortcomings must be reported in writing to iUsed within 30 days after delivery, but no later than within the guarantee period.
- 6.7. After the guarantee period has expired, iUsed is entitled to charge all costs for any repair or replacement, including administration, shipping and call-out costs.

## **7. Other provisions**

- 7.1. The risk of loss or damage to the products that are the subject of this agreement is transferred to the Buyer at the moment that they are legally and / or actually delivered to the Buyer, at least under the control of the Buyer or of a third party on behalf of the Buyer, at least at the address specified by the Buyer.
- 7.2. If iUsed agrees a certain price with the Buyer at the conclusion of the agreement, iUsed is nevertheless entitled to increase the price, even if the price was not originally stated with reservation. If a price increase takes place, the Buyer can terminate the agreement by means of a written statement.
- 7.3. If goods delivered by iUsed are defective, the liability of iUsed in relation to the Buyer is limited to what is arranged in these terms and conditions under "Warranty".
- 7.4. Even if the producer of a defective item is liable for consequential damage, iUsed's liability is limited to the replacement of the product.
- 7.5. Notwithstanding the above, iUsed is not liable if the damage is due to intent and / or gross negligence and / or culpable act, or improper or improper use of the Buyer.
- 7.6. iUsed is not obliged to fulfil any obligation towards the Buyer if it is prevented from doing so as a result of a circumstance that is not attributable to it for fault or gross negligence, and neither under the law nor according to generally accepted views comes or should come on its behalf.
- 7.7. The destruction or inadequacy of a product to be delivered, prior to delivery, is expressly subject to force majeure, on the understanding that iUsed will be obliged, if appropriate, to credit or to refund any prepayment made.
- 7.8. iUsed also has the right to invoke force majeure if the circumstance that prevents (further) fulfilment occurs after iUsed should have fulfilled its obligation.
- 7.9. Insofar iUsed at the time of the force majeure has fulfilled partly its obligations under the agreement or will be able to fulfil it, and the part fulfilled or to be fulfilled will have independent value, iUsed is entitled to the part already fulfilled or to be fulfilled to be invoiced separately. The consumer is obliged to pay this invoice as if it were a separate agreement.
- 7.10. iUsed is always authorized to change these terms and conditions. The version that applied at the time of the conclusion of the agreement always applies.
- 7.11. Only Dutch law applies to every agreement between iUsed and Buyer.

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