

General Sale, Rental and Delivery Terms and Conditions

Version 01/19

Of: The Rent Company B.V. also trading under the name of “*easy4u*” and “*My Digital Schoolbook*”

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Hereinafter: 'TRC'

Article 1 – General

- 1.1 A translation into English may be annexed to these General Terms and Conditions. This Annex is provided for information purposes only. The Dutch version is applicable and shall prevail in the event of ambiguity, incompleteness or inconsistency due to the translation.
- 1.2 In these general terms and conditions, the following terms are defined as stated below:
 - Equipment:** hardware that TRC sells, rents or delivers, such as a laptop, Chromebook or tablet;
 - Consumer:** the party that uses the TRC Website and who may or may not subsequently place an order with TRC via the TRC Website for the delivery or rental of a Product and in doing so becomes the contracting party of TRC;
 - Student:** the participant in education who is registered at an Educational Institution TRC has concluded an agreement with for the provision of educational resources and/or services;
 - Educational Institution:** the institution where the Student is (or will be) registered or a Consumer is employed (or affiliated with) when a Product is purchased;
 - Agreement:** the purchase or rental of a product, the provision of a service or the licensing of a software product;
 - Product:** a learning resource such as a computer or computer accessory (Equipment) or a service such as a service contract or a license to use a software product;
 - TRC Website:** inter alia the URLs: rentcompany.nl, easy4u.nl, mydigitalschoolbook.nl and myschoolplace.nl.

Article 2 – Applicability

- 2.1 These general terms and conditions apply to all agreements entered into with TRC and to the use of the TRC Website. TRC expressly excludes the application of other (purchase) conditions, unless agreed otherwise in writing.

Article 3 – Privacy and security

- 3.1 TRC is committed to privacy. The personal data provided to TRC is handled and secured with care in accordance with the General Data Protection Regulation (GDPR), among others. The details in this respect are laid down in the Privacy Statement of TRC that applies to these General Terms and Conditions. The most current version is available on the TRC Website.

Article 4 – The Agreement

- 4.1 The agreement with TRC is concluded when TRC accepts the order. The latter is evident from the email confirmation of the order sent by TRC to the Consumer.
- 4.2 If the agreement is concluded electronically, TRC shall take appropriate technical and organisational measures to protect the electronic transfer of data and shall ensure a safe web environment. If the Consumer wishes to pay electronically, TRC shall observe appropriate security measures.
- 4.3 TRC may – within legal frameworks – inquire as to whether the Consumer can fulfil its payment obligations, as well as inquire after all facts and factors that are material for duly concluding the (distance) agreement. If TRC has good reasons not to enter into the agreement, TRC shall have the



right to justifiably refuse an order or request or to attach special conditions to the performance of the agreement.

- 4.4 Upon delivery of the Product to the Consumer, TRC shall include the following information:
- A. the visiting address of the TRC office where the Consumer can lodge complaints;
 - B. the conditions under which and the manner in which the Consumer can exercise the right of withdrawal;
 - C. the information regarding existing after-sales service and existing warranties.

Article 5 – Price and delivery

- 5.1 The purchase or rental price on the TRC Website is inclusive of turnover tax (VAT). Additional costs including shipping costs, administration costs and insurance tax (if the Consumer insures the Equipment at the time of purchase) are shown on the TRC Website during the ordering process, before the Consumer decides whether to enter into the Agreement.
- 5.2 The delivery times given by TRC shall merely be indicative. If the delivery is delayed, or if an order cannot or can only partially be carried out, the Consumer shall be informed thereof within two weeks after placing the order. In that case, the Consumer shall have the right to dissolve the agreement free of charge. In case of dissolution in accordance with the previous paragraph, TRC shall refund the amount paid by the Consumer as soon as possible, but at the latest within 14 days after dissolution.
- 5.3 Delivery that takes place later than agreed shall not suspend Consumer's payment obligation.
- 5.4 Payment of the price must be made at the latest on the day of delivery.
- 5.5 Invoices are sent to Consumer by email or can be obtained from the TRC Website.
- 5.6 TRC shall be entitled to charge administration costs in the event a payment or an automatic payment is refused due to e.g. insufficient balance or a reversal.

Article 6 – Duty of, right of, and complaints regarding inspect

- 6.1 The Consumer is obliged to immediately inspect the delivered goods once they have been made available. Furthermore, the Consumer is to check whether the quality and/or quantity of the product delivered corresponds with what has been agreed and whether it meets the requirements the parties have agreed to this effect.
- 6.2 If the complete shipment is signed for receipt, TRC assumes that the delivery has been completed, except for proof to the contrary.
- 6.3 Any visible defects must be reported by the Consumer to TRC in writing within seven (7) days after delivery at help@rentcompany.nl. Any non-visible defects must be reported in writing to TRC within seven (7) days after discovery at help@rentcompany.nl. The defect shall be described in as much detail as possible in the report.

Article 7 – Right of Withdrawal of Consumer pursuant to Art. 230, Book 6 of the Dutch Civil Code ('right of withdrawal').

- 7.1 When purchasing products, the Consumer shall have the option to dissolve the agreement without giving reasons for a period of 14 (fourteen) days ('right of withdrawal'). This cooling-off period commences on the day after receipt of the Product (including related information) by or on behalf of the Consumer.
- 7.2 During the cooling-off period of 14 days, the Consumer shall carefully handle the Product and the packaging. The Consumer shall only unpack or use the goods to the extent necessary to assess whether the Consumer intends to keep the Product. If the Consumer exercises the right of withdrawal, the Product including all delivered accessories, undamaged, in the original condition and well packaged, shall be returned to TRC by the Consumer in accordance with the instructions issued by TRC.
- 7.3 TRC excludes the right of withdrawal of the Consumer for computer software of which the Consumer has broken the seal or activated the licence code and for orders from the Consumer/Student given to TRC to carry out repairs (not under warranty).



- 7.4 If the Consumer exercises his right of withdrawal, not more than the costs for returning the product shall be for his account.
- 7.5 If the Consumer has paid an amount to TRC, TRC shall refund this amount as soon as possible (but no later than fourteen days after the returned product has been received by TRC).

Article 8 – Retention of Title

- 8.1 The ownership of sold products shall only be transferred after the full purchase price, including any additional costs, has been paid. In the case of software, ownership is never transferred. In that case, you will obtain a right to use the software for the duration of the licence.
- 8.2 The Consumer shall not be entitled to alienate or encumber the products subject to the retention of title, licensed products or rented products.
- 8.3 If a Product is seized that has been delivered under retention of title or in case of theft of the product, the Consumer shall be obliged to immediately inform TRC thereof.

Article 9 – Rental

- 9.1 Rental of a Product is subject to the statutory regulations regarding rental. The Consumer shall not be permitted to make the Product available to third parties (other than Student) or to (sub)lease it.
- 9.2 The rental agreement commences when the Product is received by or on behalf of the Consumer and cannot be terminated prematurely, except as provided for in paragraph 3. Payment of the rental price takes place by means of direct debit. If, at any time, direct debit proves impossible, a second attempt shall be made some time thereafter. If this direct debit is also unsuccessful, or if a successful automatic payment is reversed by the Consumer, the Consumer shall be in default, an amount of € 4.25 in administration costs shall be due and TRC shall have the right to dissolve the rental agreement and to suspend all service provision and licences. In that respect, TRC shall have the right to digitally block access to the Product, so that the Product cannot be used during the period the Consumer is in default.
- 9.3 Besides during the period for "withdrawal", a rental agreement may only be terminated prematurely by the Consumer in the case of a change of Educational Institution by the Student. In that case, the notice period shall be one calendar month and the notice must be accompanied by evidence that the Student is leaving the Educational Institution prematurely. The Consumer shall return the Product to TRC before the end of the notice period and the Consumer shall owe a one-off compensation equal to the amount of the deposit. The parties agree that TRC may deduct this amount from the deposit received by TRC.
- 9.4 The Product must be returned to TRC undamaged (except for normal signs of use) and in good working order at the end of the rental period. TRC shall subsequently erase the hard disk. By returning the rented Product, Consumer and Student agree that the personal files will be deleted.
- 9.5 If the rented Product has not been returned to TRC within 30 days after the last day of the agreed rental period, the Consumer shall owe the deposit by way of fixed compensation. The parties agree that TRC may deduct this amount from the deposit received by TRC.
- 9.6 If the Consumer wishes to acquire ownership of the rented Product upon expiry of the agreed rental period, the Consumer may communicate his intention within 30 days of the expiry of the rental agreement. In that case, the Consumer may acquire ownership of the Product by payment of the then applicable economic value: this is usually equal to the deposit amount and shall be set off against the deposit. In that case, the Consumer shall not be entitled to any form of purchase warranty.

Article 10 – Software licence; use of online software

- 10.1 Software is subject to licence agreements. The licence terms are provided when starting, downloading or activating the Product and shall be accepted by the Consumer and the Student. Furthermore, the Consumer and the Student accept the said licence terms by using the software. The software warranty is given by the licensor of the software and not by TRC. The software made available by the Educational Institution falls outside the scope of the Agreement with TRC.



- 10.2 Purchase of a Product also means that the Consumer obtains a licence for the software pre-installed on the product. Renting a Product means that the Consumer and the Student may use the pre-installed Software on the Product for the duration of the rental agreement of the Product.
- 10.3 If the Educational Institution has entered into a contract with a service provider (software developers such as Microsoft and Google), the serial number of the Product, the Windows code, the hardware ID number and the MAC address of the WiFi card may be shared with the Educational Institution and this service provider under the said contract. The Consumer and the Student consent to this and accept the terms and conditions set by the service provider and the Educational Institution. The Consumer and the Student accept and are aware that the product – and therefore the user, being the Consumer and/or the Student – can be identified as a user of that software by TRC, the Educational Institution and the service provider.

Article 11 – Conformity/warranty

- 11.1 In accordance with the Easy4u Service Terms and Conditions sent with the order or quotation, TRC shall ensure proper operation, if used correctly, for the duration of the rental agreement. In addition, the usual purchase warranty for consumers applies to purchases for a period of 1 year after delivery.
- 11.2 This warranty shall lapse if a defect in the product is caused as a consequence of, or arising from, injudicious or improper use thereof, incorrect storage or maintenance thereof by the Consumer, the Student or by third parties. In addition, the warranty shall lapse and the service agreement may be suspended if changes have been made to the Product or attempts have been made to make changes, without the written permission of TRC. In these cases, the Consumer shall pay all costs of repair in the case of a rental agreement.
- 11.3 If it becomes evident that a claim under the warranty is unfounded, any resulting costs, including the costs of investigation on the part of TRC, shall be entirely at the expense of the Consumer.
- 11.4 Lodging a complaint shall never release the Consumer from its payment obligations towards TRC.
- 11.5 If within the term of the rental agreement or (in case of a purchase) within the warranty period, it is established that a Product contains a defect, TRC shall replace or repair the Product within a reasonable period of time after receipt of the Product – at the discretion of TRC. This shall not affect the fact that the Easy4U Service terms and conditions may stipulate that repair and/or replacement of the Product shall not be free of charge or that a fee shall be payable in this respect, or that repair costs must be paid, for example if the defect in the Product is the result of carelessness on the part of the Consumer.

Article 12 – Easy4u Service Terms and Conditions

- 12.1 The Easy4u Service Terms and Conditions for purchase, or for rent, which are sent with the order or quotation, shall apply to all Equipment sold or rented by TRC. A copy can be downloaded from the TRC Website or requested from the TRC customer service at any time.

Article 13 – Liability

- 13.1 Except for proven intent or gross negligence on the part of TRC, TRC shall only be liable for damage that results directly from the goods or services sold and delivered by TRC, with a maximum of the net invoice value of the product that was delivered and that caused the damage.
- 13.2 TRC shall not be liable for damage as a result of loss of or damage to computer files of the Consumer or data breaches at the Consumer. The Consumer shall be responsible for making backups of computer files and protection against viruses, malware, ransomware, etc.
- 13.3 TRC shall not be liable for losses suffered or damage caused by a business, trade or profession that is exercised by the Consumer or any other person who has purchased Products pursuant to these terms and conditions.

Article 14 – Indemnity

The Consumer shall lose its rights towards TRC and shall be liable for all damage and indemnifies TRC against any claim by third parties in respect of compensation for damages if and to the extent:



- A. the aforementioned damage has arisen as a result of incompetent use and/or use contrary to the instructions and/or advice of TRC and/or injudicious safekeeping (storage) of the products;
- B. the aforementioned damage is caused by the fact that the Consumer, the Student or a third party has carried out or attempted to carry out maintenance on the goods without the prior written permission of TRC;
- C. that illegal activities are carried out with the product, including (but not limited to) downloading programs without the Consumer purchasing a legally valid licence.

Article 15 - Applicable law and jurisdiction

15.1 All agreements concluded by or with TRC are governed by Dutch law. The District Court of 's-Hertogenbosch is also competent to take cognisance of disputes concerning this Agreement.

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