

## Easy4u Service Terms and Conditions for Purchase

Version 01/19

### 1. Service on your purchase laptop

The Rent Company (**TRC**) guarantees quality products and good service. Obviously accidents will happen, especially during intensive use at school. The special education laptops supplied by TRC (**Equipment**) are extra robust but remain damage-sensitive. The cost of repairs of Equipment can be very disheartening. Most contents insurance policies provide very limited compensation or no compensation at all for user damage to a laptop or tablet. The Easy4u subscription solves this problem and offers convenience and security for your Equipment.

#### 1.1 Loan equipment and repair

TRC's service aims to unburden the student and parent/carer in the event of faulty or damaged Equipment. Loan equipment from TRC is available at school. The student hands in the defective Equipment, and can immediately continue working on a loan device. TRC takes care of repair or replacement, allowing the learning process to be continued undisturbed. In addition, we may have made special service agreements with your school, in which case you will usually be informed by the school. If you are not (or no longer) at a school with a TRC service point, we offer you home service. Please contact our customer service department for more information.

If your laptop no longer works properly, we will repair the Equipment. TRC has its own repair centre and service organisation. You may therefore not have your Equipment repaired elsewhere. Repairs under warranty are free of charge. Costs apply in the event of **User Damage** (see point 1.3). Examples of User Damage include impact damage or damage caused by dropping the laptop, connector ports that have been pushed in or are broken, moisture and liquid damage caused by water, coffee, tea, soft drinks or rain, and fire or short circuit damage. A list and applicable conditions can be found under **point 6**.

#### 1.2 Service on your battery

You can expect the battery to function properly for at least 12 months once you start using your purchase laptop. The battery will eventually wear out; how fast it will wear out depends on how it is used. If the battery breaks down within the first 12 months, we will replace it with a new one free of charge. After this, you will be responsible for the cost of a new battery. If you have an extended battery warranty, we will replace your battery free of charge if it has less than 50% of the charging capacity or if it fails completely during the term of your Easy4u subscription. The conditions and measuring method can be found under **point 7**.

#### 1.3 Easy4u Computer Insurance

If you have chosen to purchase the Easy4u Computer Insurance (**Insurance**) as part of your Easy4u subscription at the time of ordering, the following shall apply. The Insurance applies between the insurer and you as the policyholder, and your Equipment is the insured object. TRC handles any claims. This means that under your Insurance cover, TRC will repair your Equipment during the term of your Easy4u subscription in the event of User Damage. A non-exhaustive list of what is defined as User Damage and the procedure for handling related claims can be found under **point 6.1**.

- If your Insurance covers User Damage, TRC shall provide repair or replacement in accordance with the terms and conditions of your Insurance.
- If you have **not** taken out Insurance or the Insurance does not cover your User Damage, you will receive a quote for the full cost of repair or replacement from TRC.
- You must submit a claim with an insurance company other than the Easy4u Computer Insurance



yourself, taking into account the conditions under **point 2 and 3** above.

## 1.4 TRC is your point of contact

You can follow the status of the repair of the Equipment you have purchased through our service portal at [www.easy4u.nl](http://www.easy4u.nl). We will automatically keep you informed by email and/or SMS during the repair of the equipment. If we observe any damage or defects to the Equipment (if you have Insurance, this damage or defects shall be considered the result of User Damage), you will receive a quote and payment option in advance.

If you have the Equipment repaired, you will be notified once it has been repaired and whether it can be collected or delivered at home. If you have any questions, please contact our customer service on [help@rentcompany.nl](mailto:help@rentcompany.nl) and 085-0036150. In all cases, TRC is your point of contact for the delivery and repair of your laptop.

## 2. Which Service Terms and Conditions apply?

Your Easy4u subscription is subject to TRC's General Terms and Conditions. In addition, the following Service Terms and Conditions apply:

- For service with respect to the supplied equipment, the ICT desk (laptop doctor) or the ICT department at the school location is your first point of contact, unless otherwise agreed with you or the educational institution;
- If you would like to contact us, the telephone support and repair service only applies to the hardware supplied or supported by us;
- In the event of a defect in the Equipment, the TRC service centre will make a diagnosis:
  - In case of User Damage covered by your Insurance, TRC will send you an email with the diagnosis and a quote for the deductible in accordance with the terms and conditions of your Insurance;
  - If the User Damage is not covered by the Insurance, or if you do not have Easy4u Computer Insurance, you will receive a quote for the full cost of the repair;
  - In both cases, if you do not agree to the repair (costs) or the deductible within 10 working days after the date of the email and do not respond to reminders from TRC, TRC reserves the right to return the Equipment without repair.
- After replacement or repair, the old or defective part or battery becomes the property of TRC without your being able to claim any compensation;
- In the event of repairs, TRC shall, subject to exceptions stated herein, offer replacement (loan) equipment through the educational institution.

## 3. The right to service and loan equipment expires

- When the serial number on your laptop has been removed or changed;
- In case of defects caused by faulty installation after external repair work or use in violation of electrical regulations or generally applicable technical standards;
- If the supplied product is used for purposes other than the intended use, or otherwise has been handled or maintained in an injudicious manner, in the opinion of TRC;
- In case of defects or problems caused by software that was not installed or supplied by TRC in the original configuration;
- In case of damage to the Equipment that was intentionally inflicted or which was caused by gross negligence on your part, or in case of wilful damage;
- In the event that you do not agree with the repair (costs) or the deductible within 10 days after the service centre of TRC has sent you an email stating the diagnosis of the defects to the Equipment and the repair costs associated with the remedy of the identified defects. In this case, the right to loan equipment shall expire. In this case, TRC reserves the right to collect the loan equipment or to limit its use by e.g. blocking Wi-Fi access.



## 4. Limitation of liability

If you return the purchased Equipment for repair, data may be partially or completely (irreparably) deleted or lost. Repair may require a laptop or Chromebook to be reset or to provide it with a new basic installation ('imaging' or a 'powerwash'). All data and settings will be lost as a result. You automatically give permission to cooperate in this reset procedure to ensure that your device functions properly.

**MAKE SURE YOU ALWAYS HAVE AN UP-TO-DATE BACKUP  
OF YOUR DATA FILES  
BEFORE SUBMITTING THE EQUIPMENT FOR REPAIR!  
WE DO NOT MAKE BACKUPS AND DO NOT STORE YOUR FILES.**

Under no circumstance shall TRC be liable for damage resulting from the loss of any data recorded on magnetic and/or other data carriers. Neither shall TRC be liable for damage and consequential damage caused by theft of data, viruses, hacks or the deletion of any data or settings on the Equipment, during the use or repair of TRC. Nor shall TRC be held liable for trading losses in any form whatsoever.

## 5. Privacy and security of data and personal data

From a privacy point of view, we do not view data on laptops submitted for repair and we may not store, send or back up any data in accordance with privacy legislation (GDPR). We record the (personal) data required to perform our services according to the Easy4U service plan. If you wish to access, modify or delete your personal data, please contact our customer service on [help@rentcompany.nl](mailto:help@rentcompany.nl) or 085-0036150. Our current privacy statement can be viewed on our website under 'About us'.

## 6. User Damage and Theft

### 6.1 User Damage

The following situations are not covered by your Insurance and are considered **User Damage**; this means that in the event of User Damage, costs are associated with the repair of the Equipment:

- Any sudden and unforeseen damage to the Equipment as a result of external contingencies, including in any case: cracked screen, audio port, power connector, network ports or USB ports that have been pushed in or broken; cracks or defects in the housing of the Equipment; liquid and/or traces of moisture (including water, coffee, tea and soft drinks); fire or short circuit damage originating inside the equipment and when more than 3 keys in the keyboard are missing. The following requirements shall apply in respect of the above:
  - The Equipment has been used and cleaned in accordance with the manufacturer's instructions;
  - Repairs and maintenance shall be carried out by TRC or by third parties, or upon written instructions by and with the permission of TRC.
- Events resulting from natural disasters (including earthquakes and floods) and from wear and tear and other gradual deterioration;
- Cosmetic and aesthetic damage that does not affect the operation of the Equipment, such as scratches, scrapes or dents;
- Events resulting from intent, recklessness and carelessness. In any case, this shall include the use and transport of the Equipment without the supplied protective cover;
- Damage caused after the laptop has been loaned to another person by you;
- Damage and consequential damage caused by loss, theft, viruses, hacks or the deletion of data or settings on the Equipment, whether or not as a result of repair by The Rent Company;

If you have taken out Insurance, TRC will handle the claim for you with the insurer. TRC will charge you, on behalf of the insurer, any deductible under the terms of your Insurance. If the Insurance does not cover the



User Damage or if you do not have Insurance, you will receive a quote for the full cost of repair or replacement as set out under **point 6.2**.

## 6.2 Theft

Theft is only covered under the terms and conditions of your Insurance.

- In case of theft or loss due to violence, please report this to TRC. TRC will check whether your case is covered by the Insurance and will inform you accordingly by email.
- TRC will charge you, on behalf of the insurer, any deductible under the terms of your Insurance and handle the claim with the insurer on your behalf.

## 7. Battery

- The battery forms part of the Equipment and is subject to additional wear and tear, which is highly dependent on use. This is reflected in reduced capacity. Intensive use will cause the battery to wear out faster and lose capacity;
- We consider a battery to be defective or worn if it can **no longer be recharged at all** or if it has **less than 50%** (battery health) of its original charge capacity after a full charge, which is not a result of use of a defective charger, a non-original charger, or a defective part of the Equipment (such as the charging port);
- If the battery still works but you suspect reduced capacity, you shall carry out a test and state the 'battery health' when submitting a service ticket with TRC. We do this in order to avoid disappointment, because the employee of the service desk will request this before issuing a loan laptop. You can use different objective tests depending on the brand and model, for example:
  - Turn the laptop on. Press F2 or F12 as soon as the factory logo appears. You will now enter the BIOS. Go to the General menu and to Battery Info. The status of your battery is shown. This method can differ per brand and type of laptop.
  - In Windows 10 via: Windows key + X → start 'Windows Powershell' → type 'powercfg /batteryreport' and view the generated report. It contains the factory capacity and the measured capacity. The battery health % is the division 'factory capacity / measured capacity'.
  - On a Chromebook, press 'ctrl-alt-t' and type 'battery\_test'. The battery health % is shown
  - If you need help with this, please email or call our customer service before returning the laptop.
- TRC determines whether a battery is worn out or not, and it does this by means of its own measurement with specialist equipment or software;
- TRC will replace the battery free of charge if, in the opinion of TRC and according to its measurement, the battery is defective or worn:
  - Within 12 months after commencement of the Easy4u purchase subscription, or within 12 months after installation of a replacement battery for which you have paid TRC; or
  - After these 12 months, **only if you have purchased an Extended Battery Warranty with the purchase agreement:**
- In all other cases of a worn or defective battery, you shall receive an email from TRC, quoting the market price for a new battery. If you do not agree to the quotation within 10 working days after the date of the email, TRC reserves the right to return the laptop without a new or repaired battery.
- In the event of indications of misuse of the Extended Battery Warranty by you, TRC may unilaterally terminate the Extended Battery Warranty with immediate effect. You may not prematurely terminate the Extended Battery Warranty: it shall always be valid for the entire term of the Easy4u subscription.

## 8. Complaints and Disputes

- Complaints regarding these Easy4u Terms and Conditions of Service can be made in writing to the TRC Customer Service Department at [help@rentcompany.nl](mailto:help@rentcompany.nl), or by post: The Rent Company, De Tweeling 18, 5215 MC 's-Hertogenbosch. We will respond to your complaint as soon as possible, but at the latest within 10 working days;
- The parties shall first make every effort to reach a solution before referring their case to a court of law. Any disputes arising from these Easy4u Service Terms and Conditions that have not been



mutually resolved shall be submitted to a court of law under the exclusive application of Dutch law (with the exception of the situation described below). Belgian law shall apply in respect of purchase agreements concluded with a Belgian branch of TRC, in addition to the terms and conditions set out above.

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