

Terms and Conditions of Purchase, Rental and Delivery

Version 01/24

From: The Rent Company B.V. also operating under brands "*Easy4u*" and "*Laptopcampus*"

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Hereafter: 'TRC'

Article 1 - General

- 1.1 This is the translation into the English language of the Dutch general terms and conditions. It is for information purposes only. The Dutch version is applicable and prevails in the event of ambiguity, imperfection or contradiction due to the translation.
- 1.2 For the purposes of these terms and conditions, the following definitions apply:
 - Equipment:** hardware that TRC sells, rents or supplies such as a laptop, Chromebook or tablet;
 - Consumer:** the party that makes use of the TRC Website and places an order with TRC for the purchase, delivery or rental of a Product, whether or not subsequently via the TRC Website, and thereby becomes the contracting party of TRC or, where relevant, the user of the Product;
 - Student:** the educational participant who is enrolled at an Educational Institution with which TRC has entered into an agreement for the provision of educational materials and/or services;
 - Educational Institution:** the institution where the Student is (or will be) enrolled or where a Consumer is employed (or is affiliated with) at the time a Product is purchased;
 - Agreement:** the purchase or rental of the Equipment, the provision of a service or the licensing of a software product;
 - Product:** a learning resource such as a computer (accessory) (Equipment) or a service such as a service contract or a license to use a software product;
 - TRC Website:** including the URLs: rentcompany.nl, easy4u.nl and laptopcampus.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 (purchasing) terms and conditions, unless otherwise agreed in writing.

Article 3 - Privacy and security

- 3.1 TRC attaches great importance to privacy. The personal data provided to TRC is handled with care and secured in accordance with, among other things, the General Data Protection Regulation (GDPR). The details in this regard are laid down in TRC's Privacy Statement that applies to these General Terms and Conditions. The most up-to-date version can be viewed via the TRC Website.

Article 4 - The Agreement

- 4.1 The Agreement with TRC is concluded at the moment that TRC accepts the order. The latter is evidenced by TRC's sending of a confirmation of the order by e-mail to the Consumer.
- 4.2 If the agreement is concluded electronically, TRC will take appropriate technical and organisational measures to secure the electronic transfer of data and TRC will ensure a secure web environment. If the Consumer wishes to pay electronically, TRC will take appropriate security measures to this end.



- 4.3 TRC can - within legal frameworks - find out whether the Consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the (distance) agreement. If, on the basis of this investigation, TRC has good reasons not to enter into the agreement, TRC is entitled to refuse an order or request with reasons or to attach special conditions to the execution.
- 4.4 Upon delivery of the Product to the Consumer, TRC will send the following information:
- A. the visiting address of the branch and contact details of TRC where the Consumer can go with complaints;
 - B. the conditions under which and the manner in which the Consumer can exercise the right of withdrawal;
 - C. the information about existing after-sales service and existing warranties.

Article 5 - Price and delivery

- 5.1 The purchase or rental price on the TRC Website includes sales tax (VAT). The additional costs including shipping costs, administration costs and insurance premium tax (if Consumer insures the Equipment at the time of purchase) will be displayed on the TRC Website during the ordering process, before the Consumer has to make the decision about entering into the Agreement.
- 5.2 The delivery times specified by TRC are indicative only. If the delivery is delayed, or if an order cannot be fulfilled or can only be partially executed, the Consumer will be notified no later than two weeks after placing the order. In that case, the Consumer has the right to dissolve the agreement without costs. In the event of dissolution in accordance with this article 5.2, TRC will refund the amount paid by the Consumer as soon as possible, but no later than 14 days after dissolution.
- 5.3 A delivery that takes place later than agreed does not suspend the Consumer's payment obligation.
- 5.4 Payment of the price must be made no later than 10 days before the (scheduled) day of delivery.
- 5.5 Invoices are sent to the Consumer by e-mail and can be obtained via the company's own online environment on the TRC Website.
- 5.6 TRC is entitled to charge administration costs in accordance with the Extrajudicial Collection Costs Act ("*Wet Normering Buitengerechtelijke Incassokosten*") 14 days after sending the reminder in the event that a payment or collection has been refused due to, for example, insufficient funds or a reversal.

Article 6 - Duty to investigate, law and complaints

- 6.1 The Consumer is obliged to examine the delivered goods immediately at the moment the goods are made available to him. In doing so, the Consumer must investigate whether the quality and/or quantity of the delivered goods corresponds to what has been agreed upon and meets the requirements that the parties have agreed upon.
- 6.2 If the complete shipment is signed for, TRC assumes that the delivery has been complete, unless proof to the contrary is provided.
- 6.3 Any visible defects must be reported by the Consumer to TRC in writing within 7 days after delivery on help@rentcompany.nl. Any non-visible defects must be reported to TRC within 7 days of their discovery, on help@rentcompany.nl. The report must contain a description of the defect that is as detailed as possible.

Article 7 - Right of withdrawal of the Consumer pursuant to Article 6:230-o of the Dutch Civil Code ('right of withdrawal')

- 7.1 When purchasing Products, the Consumer has the option to dissolve the agreement for fourteen days without giving reasons ('right of withdrawal'). This cooling-off period commences on the day after receipt of the Product (including associated information) by (on behalf of) the Consumer. The Consumer must exercise the right of withdrawal within the period set out in Article 7.1 by sending TRC's customer service a clear and unambiguous e-mail on help@rentcompany.nl stating 'Right of Withdrawal'. The sending date of this email must be within the period of 14 days after receipt of the



Products. TRC will send a confirmation of receipt by e-mail immediately after receipt of this e-mail, including the hand-in or mailing instructions.

- 7.2 During the 14-day cooling-off period, the Consumer will handle the Product and its packaging with care. The Product will only be unpacked or used to the extent necessary to be able to assess whether the Consumer wishes to keep the Product. If the Consumer makes use of the right of withdrawal, the Product with all accessories supplied, undamaged, in the original condition and well packaged, will be returned by the Consumer to TRC in accordance with the instructions provided by TRC. TRC excludes the Consumer's right of withdrawal for computer software of which the Consumer has broken the seal or activated the license code, and for assignments from the Consumer/Student to TRC to carry out a (non-warranty) repair.
- 7.3 By agreeing to the terms and conditions on TRC's website, the Consumer expressly waives the right of withdrawal with regard to the license code.
- 7.4 If the Consumer makes use of the right of withdrawal, the costs of return will be borne by the Consumer.
- 7.5 If the Consumer has paid an amount to TRC, TRC will refund this amount as soon as possible, but no later than fourteen days after receipt of the notice of dissolution, including the standard delivery costs.

Article 8 - Retention of title

- 8.1 Ownership of sold products will only be transferred after the full purchase price has been paid with any additional costs. With software, ownership is never transferred. You then obtain a right to use the software for the duration of the license.
- 8.2 The consumer is not authorised to dispose of or encumber the products, licensed products or rented products that are subject to the retention of title.
- 8.3 If a Product that has been delivered under retention of title is seized or if the product is stolen, the Consumer is obliged to inform TRC immediately.

Article 9 - Rental

- 9.1 The rental of a Product is subject to the statutory rules regarding rental. The Consumer is not permitted to make the Product available to third parties (other than the Student) or to (sub)rent it.
- 9.2 The rental agreement commences at the moment that the Product is received by or on behalf of the Consumer and, subject to the provisions of Article 9.3, cannot be terminated prematurely. Payment of the rent is made by direct debit. In the event that at any time and debt collection is not possible, a second attempt at collection will be made some time later. If that collection is also not possible, or if a successful collection is reversed by the Consumer, the Consumer is in default. In addition, an amount of €4.25 is due for administration costs and TRC has the right to dissolve the rental agreement and suspend all services and licenses. In that context, TRC is entitled to digitally block access to the Product, so that the Product cannot be used during the period that the Consumer is in default.
- 9.3 Outside the period before "withdrawal", a rental agreement can only be terminated prematurely by the Consumer if there is an interim and unforeseen change of Educational Institution by the Student. Examples are a change due to relocation/emigration, by choosing a different school or type of school (before the final exam) or by reassignment. In that case, the notice period is one calendar month and the notice must be accompanied by proof that the Pupil is leaving the Educational Institution prematurely. The Consumer must return the Product to TRC before the expiry of the notice period. If the rented Product is returned to TRC after the early termination, TRC will charge the Consumer a compensation equal to the deposit for lost profit. The parties agree that TRC will set off this fee against the deposit received by TRC. In the event of a change of school due to passing the exam, the rental agreement cannot be terminated prematurely.
- 9.4 At the end of the rental period, the Product must be returned to TRC undamaged (except for normal signs of use), complete (including cover and charger) and in good working condition. TRC will charge the Consumer for the costs of repair or replacement in the event of damage or missing returns. TRC will wipe the hard drive during return processing. By returning the rented Product, the Consumer and the Student agree that the personal files will be deleted.



- 9.5 If the rented Product is not returned by TRC within 30 days of the last day of the regularly agreed rental period, the consumer will owe the deposit amount by way of fixed compensation. In the event that the rental agreement has been terminated prematurely as referred to in article 9.3, and the rented Product has not been returned by TRC within 30 days of the day of dissolution at the latest, the Consumer will owe an amount equal to the remaining rental instalments of the terminated rental agreement by way of fixed compensation. The parties agree that TRC may set off this amount against the deposit received by TRC.
- 9.6 If the Consumer wishes to acquire ownership of the rented Product after the end of the agreed rental period, the wish to do so can be expressed within 30 days after the end of the rental agreement. In this case, the Consumer may acquire ownership of the Product by paying the economic value then applicable and determined by TRC: in the event that the regular rental period has ended, this amount is usually equal to the deposit. The parties agree that TRC may deduct this payment from the deposit received by TRC. In that case, the Consumer is not entitled to any form of purchase guarantee.

Article 10 - License for software; Use of online software

- 10.1 Software is subject to license agreements. The license terms are provided upon starting, downloading or activating the Product and are accepted by the Consumer and the Student. Also by using the software, the Consumer and the Student accept said license conditions. The warranty for software is given by the licensor of the software and not by TRC. The software that is made available from the Educational Institution falls outside the scope of the Agreement with TRC.
- 10.2 Purchase of a Product also implies that the Consumer obtains a license for the software pre-installed on the Product. Rental of 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 because of this 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 realize 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/guarantee

- 11.1 TRC ensures the correct operation for the duration of the rental agreement in accordance with the Easy4u Terms of Service sent with the order or quotation when used correctly. In addition, when purchased for 1 year after delivery, the usual purchase guarantee applies to consumers.
- 11.2 This warranty is void if a defect in the product has arisen as a result of, or results from, injudicious or improper use thereof, improper storage or maintenance thereof by the Consumer, the Student or by third parties. In addition, the warranty is void and the service agreement may be suspended if, without the written consent of TRC, modifications have been made or attempted modifications have been made to the Product.
- 11.3 If it is established that a warranty claim is unfounded, the costs incurred as a result, including the investigation costs on the part of TRC, will be borne in full by the Consumer.
- 11.4 The submission of a complaint does not release the Consumer from his payment obligations towards TRC.
- 11.5 If, within the term of the rental agreement, it is established within the warranty period that a Product contains a defect, TRC will replace or repair the Product within a reasonable period of time after receipt of the product (at the discretion of TRC). If a defect occurs during the purchase within the warranty period, TRC will repair the Product or replace the Product at the request of the Consumer. TRC will only replace the Product if the defect justifies it. This does not detract from the fact that the applicable Easy4u Terms of Service may stipulate that the repair and/or replacement of the Product is not free of charge or that the Consumer owes compensation for this or has to pay repair costs, for example if the defect in the Product is the result of negligent actions on the part of



the Consumer.

Article 12 - Easy4u Terms of Service

12.1 Any Equipment sold or rented by TRC is subject to the Easy4u Terms of Service for purchase or rental that are sent with the order or quotation. A copy of this can always be downloaded from the TRC Website or requested from the TRC customer service.

Article 13 - Liability

13.1 For damage that results directly from the goods or services sold and delivered by TRC, TRC is only liable up to a maximum of the net invoice value of the product that was delivered and from which the damage occurred, except in the case of proven intent or gross negligence on the part of TRC.

13.2 TRC is not liable for damage as a result of loss or damage to Consumer's computer files or data leaks at the Consumer. The Consumer is responsible for making backups of computer files and protection against viruses, malware, ransomware, etc.

13.3 TRC shall not be liable for any loss or damage suffered by any business, trade or profession carried on by Consumer or any other person who has purchased Products under these terms and conditions.

Article 14 - Indemnification

14.1 The Consumer loses his rights against TRC and is liable for all damages and indemnifies TRC against any claim by third parties in respect of compensation if and to the extent that:

- A. the aforementioned damage has arisen due to improper and/or improper use and/or improper storage (storage) of the products by the Consumer in violation of instructions and/or advice of TRC;
- B. the aforementioned damage has arisen because the Consumer, the Pupil or a third party has carried out maintenance or attempts to do so on the goods, without the prior written consent of TRC;
- C. if illegal activities are carried out with the product, including (but not limited to) downloading programs without the purchase by Consumer of a valid license.

Article 15 - Applicable law and choice of forum

15.1 All agreements concluded by or with TRC are governed by Dutch law. The Court of 's-Hertogenbosch shall also have jurisdiction to hear disputes relating to this Agreement.

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