

General Terms and Conditions of Purchase, Rental and Delivery

Version 01/26

From: The Rent Company B.V. also trading as "Easy4u" and "Laptopcampus"
De Tweeling 18, 5215 MC 's-Hertogenbosch
Contact: www.rentcompany.nl/klantenservice

'TRC'

ARTICLE 1 – GENERAL

- 1.1 This is the English translated version of the Dutch general terms and conditions. This version is created for information purposes only. The Dutch version is leading and prevails in the event of ambiguity, incompleteness, or contradiction due to the translation.
- 1.2 In these terms and conditions, we use the following terms:

Equipment

Hardware that TRC sells, rents, or delivers, such as a laptop, Chromebook, or tablet.

Consumer

The natural person who acts for purposes outside their trade, business, or profession. The Consumer enters into an Agreement with TRC via the TRC Website or in any other way and is therefore a contracting party of TRC. Where these terms and conditions refer to use by the Student, this refers to the actual use of the Product by the pupil or student under the responsibility of the Consumer.

Easy4u Terms of Service

The terms of service applicable to the Product purchased or rented. These are available via the TRC Website and are provided to the Consumer when ordering.

Student

The educational participant or student for whom the Equipment has been rented or purchased and who actually uses the Equipment under the responsibility of the Consumer.

Educational institution

The institution where the Student is (or will be) enrolled, or where a Consumer is working (or is affiliated with) at the time a Product is purchased.

Agreement

The agreement between TRC and the Consumer regarding:

- A. purchase or rental of Equipment;
- B. provision of services (including service and subscription services); and/or
- C. licensing or providing software (products) or digital content/services.

The Agreement is confirmed in the order confirmation.



Product

A product such as a computer (accessory) (**Equipment**) or a service such as a service contract or a license to use a software product.

TRC Website

These include the URLs rentcompany.nl, easy4u.nl and laptopcampus.nl.

ARTICLE 2 – APPLICABILITY

- 2.1 These terms and conditions apply to all agreements entered with TRC and to the use of the TRC Website. TRC excludes the applicability of other (purchase) conditions, unless otherwise agreed in writing.
- 2.2 The following derogations apply to business customers (legal entities and natural persons acting in the exercise of their profession/business, such as schools or governments):
 - A. Article 6.3: Business customers must report defects to TRC immediately, but no later than within 14 days after discovery (not 2 months).
 - B. Article 7: Business customers do not have a right of withdrawal;
 - C. Article 9: For business customers, TRC is entitled to transfer claims under the rental agreement to a third-party financier, and the payment obligation may not be suspended on grounds of service-related disputes;
 - D. Article 11.1: For business customers, a conformity period of 1 year after delivery applies, unless the parties have agreed otherwise in writing (not 2 years).

ARTICLE 3 – PRIVACY AND SECURITY

- 3.1 TRC values your privacy. We process personal data carefully and in accordance with the General Data Protection Regulation (GDPR). Depending on the service, we process personal data as a controller. If we work on behalf of an educational institution, we are the processor on behalf of that school. We process personal data to the extent necessary for the execution of the Agreement (after your order on the TRC Website), to comply with legal obligations, or based on a legitimate interest.

At the request of the Educational Institution, we process or share technical data from Equipment. These include serial numbers, hardware identifiers, or device hashes. This data is needed for management, security or (re)linking devices in the school network.

If you use a third-party payment or credit service provider for your order with TRC, we will share the information necessary to make the payment with that service provider. The terms and conditions and privacy policy of that service provider also apply to that processing.

In our Privacy Statement you can read more about how we handle personal data. You can find the most up-to-date version on the TRC Website.

ARTICLE 4 – THE AGREEMENT

- 4.1 The agreement is concluded at the moment TRC confirms your order by e-mail. When using an external payment service provider, the agreement is concluded after the payment service provider has accepted the payment and TRC has confirmed this by e-mail. Until that moment, TRC may refuse an order.



- 4.2 If the agreement is concluded electronically, TRC will take appropriate technical and organisational measures to secure the electronic transmission of data. TRC provides a secure web environment. If the Consumer wishes to pay electronically, TRC will observe appropriate security measures.
- 4.3 TRC may check whether you can meet your payment obligations. For this purpose, TRC may also request information from external parties, within the limits of the law and with due observance of the GDPR obligations as stated in our Privacy Statement. If an inspection shows that there is an increased risk, TRC may refuse your order or impose additional conditions.
- 4.4 TRC sends the following information upon delivery of the Product to the Consumer:
- A. the visiting address of the establishment and contact details of TRC to which the Consumer can go with complaints;
 - B. the conditions under which and the way 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). TRC will state any additional costs on the TRC Website during the ordering process before the Consumer orders and makes the decision about entering into the Agreement. These include, for example, shipping costs, administration costs, and insurance premium tax (if applicable).
- 5.2 The delivery times given by TRC are indicative only. TRC makes every effort to deliver in a timely and complete manner, but delivery times may be affected by circumstances beyond TRC's control. Examples include problems at manufacturers, carriers, distributors, schools, global supply problems, or other forms of force majeure.
- If the delivery is delayed, or if TRC cannot deliver an order or can only partially deliver it, the Consumer will be notified within a reasonable period. In that case, the Consumer has the right to terminate the agreement without costs. In the event of termination in accordance with this article, TRC will refund the amount paid by the Consumer as soon as possible, but no later than 14 days after termination.
- 5.3 If the delivery takes place later than planned, your payment obligation will in principle continue to apply. This does not apply if the delay is the result of circumstances attributable to TRC.
- 5.4 If delivery proves permanently impossible, you may terminate the agreement free of charge. In that case, TRC is not obliged to pay compensation. This does not apply if the impossibility is the result of intent or gross negligence on the part of TRC.
- 5.5 Payment of the price must be made no later than 10 days before the (scheduled) day of delivery. When using a third-party payment service provider, other payment terms may apply as stated in Article 5.10.
- 5.6 Invoices will be sent to you by email. You can also find invoices in your own Easy4u account on the TRC Website.
- 5.7 TRC may charge administration costs according to the Dutch Act on Extrajudicial Collection Costs (Wet normering buitengerechtelijke incassokosten) (14 days after sending the reminder). This happens if a payment or direct debit has been declined, for example due to insufficient funds or a reversal.
- 5.8 As an exempt intermediary within the meaning of Section 4:68 of the Financial Supervision Act (Wft), TRC distributes the Easy4u Computer Insurance of insurer MS Amlin. Taking out this insurance is completely voluntary. TRC does not provide advice on insurance. TRC will provide

you with the insurance terms and conditions and the product information document (IPID) when ordering in the webshop and by e-mail. These documents are also available in your Easy4u account on the TRC Website. For questions about the coverage, please contact our customer service. For complaints about the insurance or the coverage, you can contact the insurer or the complaints body mentioned in the policy.

- 5.9 TRC does not itself provide consumer credit and does not act as a lender. When you purchase a Product, you pay the full purchase price. TRC limits itself to making payment methods technically possible in the ordering process. This is usually done through a third-party payment service provider of your choice, as described in Section 5.10. When renting, you pay a periodic user fee (rent) and a deposit. The deposit serves as security during the rental period.
- 5.10 TRC may offer the possibility to pay through external payment service providers. These service providers may offer payment methods that involve staggered or delayed payment (such as a credit card or "Buy Now, Pay Later"). In that case:
- A. The agreement between you and TRC is only concluded after the payment service provider has accepted the payment and TRC has confirmed this to you by e-mail (see article 4.1).
 - B. You enter into a separate agreement with the external payment service provider for financing or payment in instalments. That agreement is subject to the terms and privacy policy of that service provider. TRC is not a party to that agreement, and bears no responsibility for the terms, costs or credit risks or any credit registration thereof.
 - C. Ownership of the Product passes to you at the time of delivery, provided that the (first) payment has been definitively accepted by the third-party payment service provider. Even if you pay the purchase price in instalments to the external payment service provider in that case, ownership will pass to you immediately upon delivery.
 - D. TRC may postpone the delivery until confirmation has been received that the payment has been definitively accepted by the payment service provider.

ARTICLE 6 – DUTY TO INVESTIGATE, LAW AND COMPLAINTS

- 6.1 The Consumer must examine the delivered goods as soon as 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. It must also be checked whether the Product meets the requirements agreed upon by the parties.
- 6.2 If the complete shipment is signed, TRC assumes that the delivery has been complete, unless proven otherwise.
- 6.3 Any defects must be reported by the Consumer to TRC in writing within the statutory period of 2 months after discovery of the defect. You can do this via help@rentcompany.nl.

Do you immediately see a defect upon receipt? Then we ask you to report this to us as soon as possible, but in any case, within 7 days, via help@rentcompany.nl. Describe the defect as clearly as possible so that we can accurately assess it and help you as quickly as possible.

ARTICLE 7 – CONSUMER RIGHT OF WITHDRAWAL ('RIGHT OF WITHDRAWAL')

- 7.1 When purchasing Products, the Consumer has the option of terminating the agreement without giving reasons for fourteen days ('right of withdrawal'). This cooling-off period starts on the day after receipt of the Product by or on behalf of the Consumer.

The Consumer must exercise the right of withdrawal within the period specified in Article 7.1. You do this by sending our customer service a clear and unambiguous email to

help@rentcompany.nl. Mention 'Right of withdrawal' in the e-mail. The sending date of this email must be within the period of 14 days after receipt of the Products.

Immediately after receipt of this e-mail, TRC will send a confirmation of receipt by e-mail, including the return or sending instructions.

- 7.2 During the 14-day cooling-off period, the Consumer must handle the Product and its packaging with care. The Product may only be unpacked or used to the extent necessary to assess whether you wish to keep the Product. If you exercise the right of withdrawal, you must return the Product. This must be done with all accessories supplied, undamaged, in their original condition and packaging. Please follow the instructions provided by TRC.

The right of withdrawal does not apply to:

- A. Computer software whose license key has been activated or whose packaging seal has been broken;
 - B. Services, after full provision of the service. This only applies if the performance has started with the consumer's express prior consent and the consumer has declared that he loses his right of withdrawal once TRC has fully performed the service;
 - C. Repair services that you have expressly requested and that we have started immediately with your consent.
- 7.3 In the case of digital content, such as a licence key that is not supplied on a tangible medium, the right of withdrawal expires as soon as the delivery has started.
- 7.4 If the Consumer makes use of the right of withdrawal, the costs and risk 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 declaration of termination. This includes the standard delivery costs.

ARTICLE 8 – RETENTION OF TITLE

- 8.1 Ownership of the Products sold shall pass at the time of delivery, provided that the purchase price has been paid in full by the Consumer to TRC, or through a completed payment and final acceptance by a third-party payment service provider (see Section 5.10). With software, there is never a transfer of ownership. The Consumer then acquires a right to use the software for the duration of the license.
- 8.2 The Consumer may not dispose of or encumber the following products: products covered by the retention of title, licensed products, or rented products.
- 8.3 If a Product is seized that has been delivered subject to retention of title, or if the product is stolen, the Consumer must immediately notify TRC via help@rentcompany.nl.

ARTICLE 9 – RENTAL

- 9.1 The rental agreement qualifies as a rental agreement within the meaning of Article 7:201 of the Dutch Civil Code and not as an instalment purchase or consumer credit. Ownership of the Product remains with TRC for the entire rental period. The Consumer is not permitted to make the Product available to third parties (other than the Student), or to (sub)rent it himself.
- 9.2 The rental agreement starts at the moment the Product is received by or on behalf of the Consumer. The rental agreement cannot be terminated prematurely, except for the provisions of Article 9.3.



The Consumer pays the rent by direct debit. If at any time a collection is not possible, TRC will make a second attempt at collection sometime later. If the second collection attempt is also unsuccessful or a payment is reversed, you will first receive a payment reminder with a reasonable period to pay. After that, you are in default. In that case, EUR 4.25 in administration costs are due.

In that case, TRC may terminate the rental or temporarily suspend the provision of services. TRC may digitally block the Product for as long as the payment arrears continue. As soon as the arrears have been paid, the block will be lifted.

- 9.3 Outside the period for 'withdrawal', the Consumer can only terminate a rental agreement prematurely if there is an interim and unforeseen change of Educational Institution by the Student. Examples are a change due to relocation or emigration, choice of other school or school type (before the final exam) or reassignment.

In that case, the notice period is one calendar month. The notice must be accompanied by proof that the Student leaves the Educational Institution prematurely. The Consumer must return the Product to TRC before the expiry of the notice period, in accordance with the conditions set out in Article 9.4. If the rented Product is returned to TRC after early termination, TRC will charge the Consumer a fee equal to the deposit for lost profit. The parties agree that TRC will set off this compensation against the deposit received by TRC. In the event of a change of school due to passing the exam, the tenancy agreement cannot be terminated prematurely.

- 9.4 The Product must be returned to TRC at the end of the rental period. The Product must then be undamaged (except for normal signs of use), complete (including cover and charger) and in good working order. TRC will charge the Consumer for the costs of repair or replacement in the event of damage or missing returns. TRC will erase 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 has not been received back by TRC within 30 days after the last day of the regularly agreed rental period, the Consumer will owe the deposit amount by way of fixed damages. If the rental agreement has been terminated prematurely as referred to in Article 9.3, and the rented Product has not been received back by TRC within 30 days of the day of termination at the latest, the Consumer will owe an amount equal to the remaining rental instalments of the terminated rental agreement by way of fixed damages. The parties agree that TRC may set off this amount against the deposit received by TRC. The deposit serves as security for the fulfilment of the obligations under the rental agreement, including the return obligation.
- 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 that case, the Consumer can acquire ownership of the Product by paying the then applicable market economic value determined by TRC. If the regular rental period has ended, this amount is usually equal to the deposit. The parties agree that TRC may set off this payment against 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 License agreements apply to software. The license terms are provided when launching, downloading, or activating the Product. These terms and conditions are accepted by the Consumer and the Student. Also, by using the software, the Consumer and the Student accept the said license conditions. The warranty for software is given by the licensor of the software and not by TRC. The software provided by the Educational Institution is not covered by 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 an agreement with a software or ICT service provider, TRC may share technical data of the Product with the Educational Institution and this service provider at the request of the Educational Institution. This includes, for example, serial numbers, hardware IDs, and other technical identification data that are necessary for management and security.

By placing an order through the TRC Website, you agree that this data will be processed for this purpose as described in clause 3.1. The use of the software is also subject to the terms and conditions and agreements of the relevant software supplier and the Educational Institution.

ARTICLE 11 – CONFORMITY/WARRANTY

- 11.1 In the case of rental, TRC ensures that the Product, under normal use according to the Easy4u Terms of Service Rental, works properly during the term of the rental agreement. When buying, you are entitled to legal conformity for 2 years after delivery. This means that the Product must comply with what you can reasonably expect from it.
- 11.2 This warranty and obligation of conformity expire if a defect in the product has arisen because of, or arises from, improper or inappropriate use thereof, or 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 TRC's written consent, modifications have been made to the Product or attempts have been made to make modifications.
- 11.3 If, after investigation, it turns out that the reported defect is not covered by the warranty or conformity obligation, TRC may charge you for the reasonable costs of the investigation and any repair. TRC will inform you about this in advance.
- 11.4 Submitting a complaint does not release the Consumer from its payment obligations. The payment obligation remains in force.
- 11.5 If it is established within the conformity period of 2 years (in the case of purchase) or within the term of the rental agreement (in the case of rental) that a Product contains a defect that falls under the conformity obligation or warranty, TRC will replace or repair the Product within a reasonable period of time after receipt thereof (at TRC's discretion), unless the defect is the result of improper use or a circumstance that can be attributed to the Consumer as described in the Easy4u Terms of Service.

When buying, repair or replacement within the conformity period is free of charge. This does not apply if the defect is caused by careless actions of the Consumer as stipulated in the Easy4u Terms of Service Purchase. The Easy4u Rental Terms of Service apply to rent. TRC will only replace the Product if the defect justifies it.

ARTICLE 12 – EASY4U TERMS OF SERVICE

12.1 Each Product sold or rented by TRC is subject to the corresponding Easy4u Terms of Service (for purchase or for rent). You will receive this with your order or quote. You can also download the most current version from the TRC Website or request it from customer service.

ARTICLE 13 – LIABILITY

13.1 TRC is only liable for direct damage resulting from a proven breach by TRC, such as proven intent or gross negligence. Liability is always limited to the amount you paid TRC for the Product in question.

13.2 TRC is not liable for any loss of data or files stored on the Product. You are responsible for backing up and securing your data and Product against, for example, viruses, malware, or ransomware.

13.3 TRC is not liable for damage related to a business or professional activity of the Consumer or third parties.

ARTICLE 14 – INDEMNIFICATION

14.1 The Consumer is responsible for damage caused by:

- A. Improper or careless use of the Product.
- B. Maintenance or modifications carried out without TRC's written consent.
- C. Using the Product for illegal activities, such as installing or using software without a valid license.

If third parties hold TRC liable for damage resulting from the above situations, the Consumer indemnifies TRC for this.

ARTICLE 15 – APPLICABLE LAW AND CHOICE OF FORUM

15.1 All agreements concluded by or with TRC are governed by Dutch law. Disputes are submitted to the competent court.

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