

## Easy4u Terms of Service for Rental

Version 01/26

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

Hereafter: ‘TRC’

### ARTICLE 1 – APPLICABILITY AND CONCEPTS

- 1.1 This is the English translated version of the Dutch Terms of Service for rented Equipment. 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 These Terms of Service form part of the Agreement as referred to in the General Terms and Conditions of TRC (version 01/26). Capitalised terms have the same meanings as in the General Terms and Conditions, unless otherwise provided in these Terms of Service.
- 1.3 In the event of any conflict between these Terms of Service and the General Terms and Conditions, these Terms of Service shall prevail.
- 1.4 In addition, in these Terms of Service, the following definitions apply:

#### **Theft**

Loss of Equipment due to theft following break-in or violence, as further described in Article 6.2.

#### **Customer Contribution**

The fixed contribution of EUR 50 (incl. VAT) that the Consumer must pay for damage claims that fall under the damage-and-theft scheme, as described in Articles 6.1 and 6.2.

#### **Warranty**

The warranty on the Equipment and battery as described in these Terms of Service and the General Terms and Conditions.

#### **User Damage**

Any sudden and unforeseen damage to the Equipment because of an external event, as further described in Article 6.

#### **Student**

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

#### **Extended Battery Warranty**

The warranty whereby TRC replaces the battery free of charge in the event of failure or wear during the term of the rental agreement, according to the conditions in Article 7.

### ARTICLE 2 – SERVICE ON YOUR RENTED EQUIPMENT

- 2.1 The Rent Company guarantees quality products and good service. Especially given the intensive use at school, accidents can happen. The special education laptops, Chromebooks, and tablets



that TRC provides (Equipment) are extra sturdy but remain susceptible to damage. The cost of repairing the Equipment can be very disappointing.

- 2.2 During the term of the rental agreement, the Consumer has use of Equipment in accordance with the chosen rental subscription. You must treat the Equipment with care. This means that you must exercise normal caution and use the Equipment carefully and only for the purposes for which it is intended (Articles 7:213 and 7:214 of the Dutch Civil Code).
- 2.3 As owner and lessor of the Equipment, TRC remains responsible for repairs under the Warranty. In the event of User Damage or Theft under the damage-and-theft scheme (Articles 6.1 and 6.2), the Consumer's financial risk is limited to a Customer Contribution of EUR 50. All other costs related to damage claims not described in the damage-and-theft scheme are borne entirely by the Consumer.
- 2.4 In all cases, TRC remains the legal owner of the Equipment, unless you have purchased and paid for the Equipment from TRC.

### ARTICLE 3 – LOAN EQUIPMENT AND REPAIR

- 3.1 TRC's service is aimed at unburdening the Consumer and Student in the event of defective or damaged Equipment. Schools with a TRC service point have loan equipment from TRC available. The Student returns the defective Equipment and can immediately continue working on the loan Equipment. TRC provides repair or replacement so that the learning process continues undisturbed. It is also possible that special service agreements have been made with your school, in which case you will usually be informed by the school.
- 3.2 If you or the Student are not (or no longer) at a school with a TRC service point, there is no loan Equipment available, but you can send the Equipment to us for repair. Please contact our customer service for this. You are responsible for the cost of insured shipping; the return shipment by TRC is free of charge. You register the repair via your account on [www.easy4u.nl](http://www.easy4u.nl). The conditions regarding the Warranty and the damage-and-theft scheme do not change if you are not (or no longer) at a school with a TRC service point.
- 3.3 TRC has its own repair centre and service organisation. You may therefore not have the Equipment repaired yourself or by a third party. If you have the Equipment serviced, opened, or repaired by yourself or by a third party without TRC's prior written permission, this may have negative consequences for your right to service and may even lead to termination of your rental subscription. You can register your repair with TRC through the TRC service point at school, through your [Easy4u.nl](http://Easy4u.nl) account or through TRC customer service. TRC handles all claims.
- 3.4 When repairing, TRC examines the entire Equipment. All damage or defects found that fall under the same claim will be repaired in one go. It is not possible to have just one part replaced if multiple defects have been detected. The Customer Contribution or costs are due for the entire repair, not per part.
- 3.5 Repairs under the Warranty are free of charge. In the event of User Damage or Theft, the conditions of the damage-and-theft scheme apply (Articles 6.1 and 6.2). For all other damage, you will receive a quote for the full cost of repair or replacement.
- 3.6 You can track the repair status of your rented Equipment through our service portal at [www.easy4u.nl](http://www.easy4u.nl). During the repair, we will automatically keep you informed via e-mail, WhatsApp and/or SMS. In all cases where we find damage or defects to the Equipment, you will receive a quotation and payment option and information (with photo) of the damage found in advance.
- 3.7 In all cases, TRC is your point of contact for the delivery and repair of your Equipment. If you have any questions, please contact our customer service.

## **ARTICLE 4 – CUSTOMER CONTRIBUTION FOR USER DAMAGE AND THEFT**

- 4.1 As Consumer you must report damage or theft/loss of the Equipment to us in writing as soon as possible, but always within 48 hours of the incident. You do this directly with our customer service via [help@rentcompany.nl](mailto:help@rentcompany.nl) or via your Easy4u account. You must cooperate in returning and repairing the Equipment and provide information about the cause of the damage, theft or loss.
- 4.2 You must always pay a Customer Contribution of EUR 50 per claim for damage claims that fall under the damage-and-theft scheme, as described in Articles 6.1 and 6.2.
- 4.3 For situations not described in the damage-and-theft scheme of Articles 6.1 and 6.2, you will receive a quote for the full cost of repair or replacement as described in Article 6.3.

## **ARTICLE 5 – WHICH TERMS OF SERVICE APPLY**

- 5.1 Your rental agreement is subject to the General Terms and Conditions of TRC (version 01/26), in particular Article 9 (Rental). These Terms of Service also apply.
- 5.2 For service on the Equipment supplied, the TRC service point or the ICT department at the school location is your first point of contact, unless otherwise agreed with you or the Educational Institution. We only provide support on Equipment supplied by us.
- 5.3 In the event of defects in the Equipment, the TRC service centre will establish a diagnosis. If there is User Damage or other damage as described in Article 6, you as Consumer are required to have it repaired by us immediately. TRC will inform you of this by e-mail, and you pay TRC the Customer Contribution as described in Article 4.
- 5.4 In the event of defects or damage as described in Article 6.3, TRC will charge the Consumer the cost of the repair.
- 5.5 Replaced parts, products (including batteries) and decorations applied by the Consumer (such as stickers) are, like the Equipment, the property of TRC.
- 5.6 In the event of repairs, except for the situations mentioned in Articles 2.3 and 6.3, TRC will make every effort to offer replacement loan Equipment through the Educational Institution if it has a TRC service point.
- 5.7 If a third party is involved in a damage or theft claim, you are yourself responsible for contact (including any negotiations) with that party. TRC will provide the necessary information where needed. TRC will settle any payments of a Customer Contribution or repair/replacement costs exclusively with you directly and not with any other party.
- 5.8 TRC may increase the rental rates once per year based on the Consumer Price Index. The amount is determined by the Consumer Price Index of Statistics Netherlands (CBS) for the preceding year. The price adjustment applies if the start date of your rental subscription is at least 3 months before the date of the price adjustment.
- 5.9 TRC may replace the Equipment during the term with Equipment with at least equivalent specifications, for example in the event of repairs.
- 5.10 TRC reserves the right to pass on to the Consumer any additional costs incurred by TRC because of a reversed direct debit.
- 5.11 TRC is entitled to dissolve or terminate the rental agreement at any time with immediate effect at its own discretion, without any compensation being due. TRC will notify the Consumer of the reason in writing. This situation may arise, for example, in the event of: persistent payment arrears; the Consumer (knowingly) providing TRC with incorrect information; the Consumer being unreachable or no longer residing in the Netherlands; indications or suspicion of abuse of

the damage-and-theft scheme; suspicion of gross negligence; following an incident of theft or loss; or if TRC doubts the creditworthiness of the Consumer.

- 5.12 If TRC terminates or dissolves the rental agreement, you must return the Equipment to TRC in accordance with TRC's instructions, complete and undamaged (including cover and charger), within 10 working days of termination or dissolution, and settle all outstanding rental instalments. You must also return any loan Equipment within 10 working days. If you fail to do so, TRC is entitled to charge you the full replacement costs. If you fail to return the Equipment or loan Equipment and do not pay, TRC may report it as theft.
- 5.13 In the event of defects caused by incorrect installation, or by repairs carried out by yourself or a third party, TRC reserves the right to terminate the rental subscription.
- 5.14 The duration of your rental agreement is equal to the duration of the rental subscription you have chosen and is further specified in your order confirmation.
- 5.15 If the Consumer wishes to buy out the rental agreement, TRC will make an appropriate proposal for the amount. TRC is under no obligation whatsoever to proceed with a buy-out or to cooperate with one, unless the proposed amount has been accepted and paid by the Consumer.

## ARTICLE 6 – CONDITIONS OF THE DAMAGE-AND-THEFT SCHEME

### 6.1 User Damage

In the event of User Damage falling under the conditions of this Article 6.1, the Consumer always pays a Customer Contribution of EUR 50 per claim.

User Damage is understood to mean: any sudden and unforeseen damage to the Equipment because of an external event, including in any case:

- A. Breakage in the display;
- B. Audio port, power connector, network ports, or USB ports that have been pressed or broken off;
- C. (Non-cosmetic) cracks or defects in the housing or hinges of the Equipment that affect operation;
- D. Liquid and/or traces of moisture, including water, coffee, tea, and soda;
- E. Fire or short circuit damage from the inside and missing keys in the keyboard.

To be eligible for the Customer Contribution under User Damage, the Equipment must have been used and cleaned in accordance with the manufacturer's instructions. Repairs and maintenance work will be carried out exclusively by TRC, unless TRC provides written permission for repairs or maintenance by a third party or TRC appoints a third party to carry out the work.

User Damage is in principle covered under the damage-and-theft scheme, unless TRC suspects abuse of the damage-and-theft scheme or gross negligence (see Article 5.11).

### 6.2 Theft

We speak of Theft when the Equipment is lost due to theft following break-in or violence. In the event of Theft, you pay a Customer Contribution of EUR 50 per claim, but only if the situation meets the conditions below; otherwise, you pay the full replacement cost of the Equipment.

You must report Theft to us in writing via [help@rentcompany.nl](mailto:help@rentcompany.nl) as soon as possible, but in any event within 48 hours of the incident, otherwise we are entitled to charge you the full replacement cost of the Equipment. The report to the police must clearly show that one or more

of the following conditions have been met to qualify for the damage-and-theft scheme and the Customer Contribution payable thereunder:

- F. Theft in a building: the burglary took place on the outside of the building with visible signs of forced entry;
- G. Theft in schools: visible signs of burglary that has taken place on the outside of the school or there are visible signs of forced entry (breaking locks) on the lockers;
- H. Theft from a means of transport: the break-in took place from the outside, the Equipment was not visibly stored in a locked luggage compartment (e.g. a boot or scooter box) and there are visible signs of forced entry;
- I. Theft or loss due to violence: this must be clearly shown in the report to the police.

In the event of theft or loss after, for example, leaving a laptop unattended at school, theft from public transport without violence, not storing it in a locked locker, or leaving it visible in the back seat of a car, the full replacement cost always applies. Unfortunately, this is also the case if there is camera footage.

Even in the event of a Theft that does not fall under the damage-and-theft scheme, we advise you to always report it to the police. Our customer service can provide you with the serial number and type of your Equipment for the purposes of the report. Every year, stolen laptops are presented to us for repair: if the serial number is registered with the police and TRC as theft, we may be able to return your stolen Equipment and potentially refund (part of) the full replacement cost. We also recommend enabling location tracking, such as Windows 'Find My Device', or checking with the school's IT administrator whether they can remotely lock or wipe your Equipment.

### 6.3 Cases not covered by the damage-and-theft scheme

The following damage (non-exhaustive) does not fall under the damage-and-theft scheme, and the Consumer will always receive a quote for the full cost of repair or replacement:

- J. Events due to natural disasters (including earthquakes and floods) and due to wear and tear and other gradual deterioration;
- K. Cosmetic and aesthetic damage that does not affect the operation of the Equipment (such as scrapes, scratches, or dents). The Consumer must pay for this themselves if they wish to have it repaired;
- L. Events because of wilful misconduct, recklessness, or negligence. This includes in any case the use and transport of the Equipment without the protective cover provided, and leaving the Equipment unattended;
- M. Damage that has arisen after the Equipment has been lent by the Consumer to another person;
- N. Loss or Theft of Equipment that does not meet the conditions of Article 6.2, including explicitly loss or theft from a public space or public transport without violence;
- O. Damage and consequential damage caused by loss or other cases of theft, viruses, hacks, or deletion of data or settings on the Equipment, whether or not due to repair by TRC;
- P. Without proof of a report to the police, you pay the full replacement cost of the Equipment in the event of Theft;
- Q. All other damage not falling under the conditions of the damage-and-theft scheme as set out in Articles 6.1 and 6.2.



## ARTICLE 7 – BATTERY

- 7.1 The battery is a component of the Equipment that is particularly subject to wear, which is also strongly dependent on use. This manifests itself in reduced capacity. With intensive use the battery will wear out faster and lose capacity.
- 7.2 We consider a battery to be defective or worn if the battery can no longer be charged at all or if the battery has less than 50% of its original charging capacity ('battery health') after a full charge, but this is not due to the use of a defective charger, a non-original charger, or a defective part of the Equipment (such as the charging port).
- 7.3 If the battery is still working but you suspect a reduced capacity, you must do a test yourself and indicate the 'battery health' when registering the service ticket with TRC. We do this to avoid disappointment, because the employee of the service desk will ask for this before he or she issues loan Equipment. You can use several objective tests yourself depending on the make and model, including:
- A. Turn on the laptop. Press F2 or F12 once the factory logo appears. You will now enter the BIOS. Go to the General menu and go to Battery Info. There you will see the status of your battery. This method can vary by brand and type of laptop.
  - B. In Windows 11 via: Windows key + X → launch 'Windows PowerShell' → type 'powercfg /batteryreport' and refer to the generated report. This contains the factory capacity and the measured capacity. The battery health % is the division 'measured capacity / factory capacity'.
  - C. On a Chromebook, type "ctrl-alt-t" and type "battery\_test." The battery health % is shown.
- If you need help with this, please e-mail or call our customer service before returning your Equipment.
- 7.4 TRC determines whether a battery is worn out or not and does this based on its own measurement with specialist equipment or software.
- 7.5 TRC will replace the battery at no charge if the battery is defective or worn in TRC's opinion and measurement:
- A. Within 12 months of the start of the rental agreement, or within 12 months of installation of a replacement battery for which you have paid TRC; or
  - B. After these 12 months, only if you have taken out an Extended Battery Warranty with the rental subscription. The Extended Battery Warranty may be included as standard; you can check this in your order confirmation, in your Easy4u.nl account or by contacting our customer service.
- 7.6 In all other cases of a worn or defective battery, you will receive a market-based quote from TRC for a new battery by e-mail. If you do not agree to the quote within 10 working days from the date of the e-mail, TRC will return the Equipment without a new or repaired battery. The rental agreement and payment obligation remain fully in force.
- 7.7 If the battery defect is judged by TRC to be caused by careless use (wrong charger, liquid damage, impact), then this counts as User Damage and not as wear and tear. In that case, the conditions of Article 6.1 (User Damage) apply.
- 7.8 In the event of indications of abuse of the Extended Battery Warranty by the Consumer, TRC may unilaterally terminate the Extended Battery Warranty with immediate effect. The Consumer cannot terminate the Extended Battery Warranty prematurely: it always applies for the entire term of the rental agreement.



## ARTICLE 8 – ACCESSORIES

- 8.1 TRC supplies standard accessories such as a charger and a protective cover with the Equipment. Accessories are subject to the Warranty.
- 8.2 Accessories with visible damage are in principle not covered by the Warranty. This is especially true for chargers with visible damage to the cable, plug, or adapter. You will always receive a quote for such damage.
- 8.3 Accessories with visible damage that are presented to TRC for repair will not be returned to the Consumer. This is especially true for chargers with visible damage, due to fire safety risks. Damaged accessories will be disposed of or destroyed by TRC in accordance with the regulations in force.
- 8.4 If accessories fail during normal use with no visible damage, they are subject to the Warranty.

## ARTICLE 9 – THE RIGHT TO SERVICE AND LOAN EQUIPMENT LAPSES

- 9.1 The right to service and loan equipment lapses when the serial number of the Equipment is removed or changed.
- 9.2 The right also lapses in the event of defects caused by incorrect installation after external repair work or use in violation of the electrical regulations or generally applicable technical standards.
- 9.3 If the delivered Equipment is used for purposes other than the normal use, or otherwise, according to general standards and the opinion of TRC, has been handled or maintained in an improper manner, the right will also lapse.
- 9.4 Defects or problems caused by software or drivers not installed or supplied by TRC in the original configuration void the right to service.
- 9.5 In the event of damage to the Equipment that is intentionally caused or caused by gross negligence on the part of the Consumer, or caused by acts of violence, the right to service and loan Equipment will lapse.
- 9.6 If TRC terminates the rental agreement with immediate effect (see Article 5.11), the right to service lapses. You will then not be able to collect your repaired Equipment or any new loan Equipment. If your Equipment is with us for repair, we will in principle no longer return it to you.

## ARTICLE 10 – LIABILITY AND LOSS OF DATA

- 10.1 If you return the Equipment you have rented for repair, data may be partially or completely (irreparably) deleted or lost. A repair may require the Equipment to be reset or provided with a new base installation (an image or a powerwash). All data and settings are lost. By submitting the Equipment for repair, the Consumer agrees that TRC may perform these actions as necessary for diagnosis or repair.

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

- 10.2 The Consumer is responsible for backing up data. TRC strongly advises that you always have an up-to-date backup before the Equipment is submitted for repair. TRC does not back up or store Consumer files.

- 10.3 TRC is not liable for loss of data or files on the Equipment, damage caused by viruses, malware, ransomware or hacks, theft of data, deletion of data during repairs, or business interruption in any form.
- 10.4 TRC is only liable for direct damage resulting from a demonstrable shortcoming of TRC, such as wilful misconduct or gross negligence. Liability is always limited to the amount you paid TRC for the Product in question. TRC's liability is further limited as described in Article 13 of the General Terms and Conditions.

## ARTICLE 11 – PRIVACY AND DATA PROCESSING

- 11.1 TRC processes personal data in accordance with the General Data Protection Regulation (GDPR) and as described in Article 3 of the General Terms and Conditions and the Privacy Statement on the TRC Website. For the performance of the service under the rental agreement, TRC processes personal data such as name, address, e-mail address, telephone number, and data about the Equipment (serial number, damage history).
- 11.2 For privacy reasons, TRC does not view any personal data or files on the Equipment. TRC cannot store, transmit or back up any data from the Equipment.
- 11.3 At the request of the Educational Institution, TRC may share technical data from the Equipment, such as serial numbers and hardware identifiers. This is only done for management and security in the school network, as described in Articles 3.1 and 10.3 of the General Terms and Conditions.
- 11.4 To exercise your rights under the GDPR (access, correction, deletion), please contact our customer service via [help@rentcompany.nl](mailto:help@rentcompany.nl). You can find the current Privacy Statement on the TRC Website.

## ARTICLE 12 – CONDITIONS FOR 1+1 RENTAL AGREEMENTS

### 12.1 1+1 Rental Agreements

TRC offers consumers at some Educational Institutions the option to take out a 1+1 rental agreement (1+1 Rental Agreement). This is a longer rental agreement than standard, whereby it is intended that the Consumer pays a fixed rental amount (excluding any annual increase based on the Consumer Price Index) for the entire term, and that the Consumer (generally) exchanges the Equipment from the 1st period (1st Equipment) for new Equipment for the 2nd period (2nd Equipment) halfway through the 1+1 Rental Agreement, or at another exchange moment agreed with the Educational Institution.

An example is a 72-month rental agreement aimed at pre-university education (VWO), whereby the Consumer exchanges the first-year laptop for a new laptop for upper secondary after the 1st period of approximately 36 months. The standard Terms of Service for Rental and the General Terms and Conditions also apply to the 1+1 Rental Agreement.

### 12.2 Additional conditions for the 1+1 Rental Agreement

If the Consumer has a 1+1 Rental Agreement, this is explicitly stated in the order confirmation. The following additional conditions apply exclusively to 1+1 Rental Agreements:

- A. The 1+1 Rental Agreement can only be terminated early in the event of a change of Educational Institution as described in Article 9.3 of the General Terms and Conditions, regardless of whether the Consumer is using the 1st or 2nd Equipment at that time;
- B. The 2nd Equipment has at least the same specifications and functionality as the 1st Equipment; it is new Equipment with a new charger and cover, whereby the brand of the 2nd Equipment may differ in consultation with the Educational Institution;

- C. The rental price of the Equipment remains in principle the same for the entire term of the 1+1 Rental Agreement, with the exception of any annual increase based on the Consumer Price Index (see Article 5.8) or in the event that the Consumer has chosen an upgrade of the 2nd Equipment and agrees to the (additional) price thereof;
- D. TRC informs the Consumer before the exchange moment about, among other things:
  - i. Model type and specifications of the 2nd Equipment for the 2nd period of the 1+1 Rental Agreement;
  - ii. Location, date, time and other instructions for the exchange;
  - iii. Any available optional upgrades, such as a different or more powerful model and the additional price and ordering instructions for the Consumer. If the Consumer wishes to order an upgrade, the order must be completed and paid for in TRC's webshop no later than 14 days before the planned exchange moment. After this, an upgrade is no longer possible. If the Consumer does not order an upgrade or does not do so in time, they will receive Equipment with at least the same specifications and functionality for the 2nd period of the 1+1 Rental Agreement.
- E. The same battery provisions (Article 7) apply to the 2nd Equipment as to the 1st Equipment.

### 12.3 Deposit, theft and return of Equipment

The following applies regarding the deposit, theft/loss and the return of Equipment at the exchange moment and at the end of the 1+1 Rental Agreement:

- A. It is intended that the Consumer returns the 1st Equipment at the exchange moment, and the 2nd Equipment at the end of the 1+1 Rental Agreement;
- B. If the exchange moment is not yet known, these conditions are based on an exchange moment halfway through the total term of the 1+1 Rental Agreement;
- C. The same conditions from Articles 9.4, 9.5 and 9.6 of the General Terms and Conditions regarding rental and the (non-)return of the rented Equipment at the end of the term apply to the exchange moment, with the addition that TRC charges the costs of the failure to (correctly) return the 1st Equipment as fixed compensation equal to the deposit, sets this amount off against the deposit, and the Consumer must pay an additional new deposit for the 2nd Equipment equal to 4 rental instalments;
- D. Regarding theft/loss, the following applies in addition to Article 6:
  - i. If the 1st Equipment is stolen/lost and this does not fall under the damage-and-theft scheme, TRC may make an appropriate proposal for (the cost of) replacement of the 1st Equipment up to the (intended) exchange moment;
  - ii. If the 2nd Equipment is stolen/lost, the standard conditions as specified in Article 6 apply;
- E. TRC may make a proposal at the end of the term of the 1+1 Rental Agreement to extend the rental or service of the 2nd Equipment; the Consumer is not obliged to accept this.

## ARTICLE 13 – COMPLAINTS AND DISPUTES

13.1 Complaints regarding these Terms of Service can be reported in writing to TRC's customer service via [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 no later than within 10 working days.

13.2 The parties will first endeavour to reach a solution before applying to a court.



13.3 Any disputes arising out of these Terms of Service that cannot be resolved mutually shall be submitted to the competent court. These Terms of Service are governed by the laws of the Netherlands.

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