

**General terms and conditions for delivery to consumers**

**of**

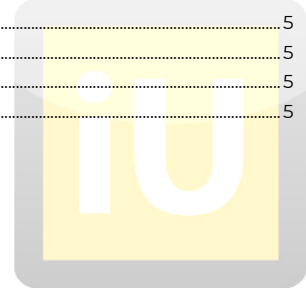
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**August 2023**

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## Article 1 Definitions

- 1.1 In these general terms and conditions, the following definitions shall apply:
- a. 'consumer': a natural person whose actions are not carried out for objectives relating to the course of a trade, a profession or a business;
  - b. 'model form for right of withdrawal': the European model form for right of withdrawal that is included in Appendix of these general terms and conditions;
  - c. 'right of withdrawal': the possibility for the consumer to waive a contract within the withdrawal period;
  - d. 'user': the user of the general terms and conditions in this case iUsed B.V., a private company with limited liability incorporated under the laws of The Netherlands, having its registered seat in Nieuwegein and its principal place of business in (3439 NC) at Celsiusbaan 2A, The Netherlands, registered in the Trade Register of the Chambers of Commerce in The Netherlands, under number 70518793 (iUsed);
  - e. 'withdrawal period': the period within the consumer can make use of his right of withdrawal.

## Article 2 Identity of the user

Name user: iUsed

Registered address and office address: Celsiusbaan 2A, Nieuwegein, The Netherlands

Telephone number and time(s) at which the user can be contracted by telephone: +31(0)30-2484006, available at working days between 08:00 and 17:00

E-mail address: info@iused.nl

Chamber of Commerce number: 70518793

VAT identification number: NL858355498B01

## Article 3 Applicability of these general terms and conditions

- 3.1 These general terms and conditions apply to every offer and every agreement between the user and the consumer to which the user has declared these general terms and conditions applicable, insofar as the parties have not expressly deviated from these general terms and conditions in writing.

- 3.2 The present terms and conditions also apply to agreements with the user, for the implementation of which third parties must be involved.
- 3.3 The applicability of any general specific terms and conditions or stipulations of the consumer is expressly rejected by the user.
- 3.4 In the event that one or more stipulations of these general terms and conditions are void or declared invalid, all other stipulations of the general terms and conditions remain fully applicable.
- 3.5 The user reserves the right to change these general terms and conditions.

## Article 4 Quotations / Offers / conclusion of the agreement / statement and description of products

- 4.1 An offer or (price) quotation does not bind the user and only serves as an invitation to place an order, unless explicitly stated otherwise.
- 4.2 The user cannot be held to its offer or (price) quotation if the consumer should have understood that the offer or (price) quotation or any part thereof contains an obvious mistake or error.
- 4.3 An agreement is only concluded if and insofar as the user accepts an order in writing or if an order is executed by the user.
- 4.4 All statements of numbers, specifications and/or other indications of the products made by the user are made with the greatest accuracy, however, the user cannot guarantee that no deviations will occur in this regard.
- 4.5 The user reserves the right, without stating reasons, not to accept orders or assignments or to accept them only under the condition that the order is confirmed in advance by the consumer by registered letter and/or the shipment is made cash on delivery or after payment in advance.

## Article 5 Delivery

- 5.1 The consumer is obliged to take delivery of the purchased products at the time they are delivered to him or at the time at which they are available to him according to the agreement.
- 5.2 If the consumer refuses the purchase or is negligent in providing information or instructions necessary for the delivery, he will be in default without any notice of default and the products will be stored at the expense and risk of the consumer or sold to a third party. In any case, the consumer will owe the pre-determined purchase price plus any additional costs, but where appropriate less the proceeds of the sale to that third party.
- 5.3 The user has the right to deliver in parts at all times.

#### Article 6 Delivery time

- 6.1 Although the delivery times specified by the user are approximate and are not strict deadlines, they will never exceed the final delivery time by more than two (2) weeks, barring force majeure.
- 6.2 In the event of late delivery, the consumer must give the user written notice of default and set a reasonable term for the user to still fulfil its obligations.
- 6.3 If the delivery period is exceeded, the consumer is not entitled to any compensation in this regard.

#### Article 7 Technical requirements

- 7.1 If the products to be delivered in the Netherlands must be used outside the Netherlands, the user is responsible for ensuring that the products to be delivered meet the technical requirements or standards set by laws or regulations of the country where the products are to be used, but only if the conclusion of the purchase of the use abroad is expressly stated.

#### Article 8 Warranties

- 8.1 The user guarantees that the products sold by it are free of material, design and manufacturing defects for a period of at least three (3) months after delivery and at most during a period that is guaranteed by the producer of that article in question, unless stated otherwise.
- 8.2 If the user provides a guarantee to the consumer then that shall be agreed explicitly in writing.
- 8.3 If the guarantee referred to in paragraph 1 applies and the delivered products show a defect, the user is obliged to repair the products within thirty (30) days after the consumer has notified him of the defect in writing.
- 8.4 The user can choose to replace, repair or credit the products.
- 8.5 The consumer can only claim replacement of the products or dissolution of the purchase agreement if during the warranty period:
- the user has twice made a fruitless attempt to repair the same defect and this defect is sufficiently serious to justify replacement or termination;
  - if the consumer demonstrates that the products show or have shown so many defects that they do not correspond to the agreement and that these defects justify replacement or dissolution;
- 8.6 The warranty lapses if the consumer causes damage due to incorrect handling of a guaranteed product.

- 8.7 The consumer must demonstrate that the product shows a defect within the warranty period for which this warranty applies. The warranty is void if the type or serial number of a product is removed or changed.

- 8.8 The guarantees offered by the user will not restrict or affect any of the rights or remedies which the consumer may have under consumer protection law.

#### Article 9 Right of withdrawal

- 9.1 The consumer may return the product(s) for a full refund within thirty (30) days of the day the product(s) was/ were delivered to the consumer under the below conditions. The consumer has the legal right to withdraw from the contract within fourteen days without giving any reason. The withdrawal period is fourteen (14) days from the day on which the consumer has received the product(s). The user will repay the consumer the (purchase) sum received minus the costs of the return compensation to be stated and thus determined, under the following conditions:
- Products have not been purchased for business or professional use.
  - The relevant products must be described in the relevant message as products for which the return guarantee applies.
  - Software of which the seal of the packaging has been broken will not be taken back.
  - No changes may have been made to or on the delivered product and the delivered product must be in undamaged condition. All accompanying documentation, warranty certificates and packaging materials must be enclosed with the return shipment.
  - The return shipment must be in the possession of the user no later than the 30th day after receipt of the delivered by the consumer.
  - The costs of postage for the return shipment are for the consumer.
  - Any copies or adaptations or translations of the delivered products made for personal use or otherwise – including, among other things, diskettes, electronic material, manuals and documentation must be included with the return shipment or must be destroyed or erased at the time of shipment.
  - This return applies otherwise as a resolute condition and not as a "repurchase" scheme.

- 9.2 The consumer who wants to exercise his right of withdrawal shall report this to the user, within the withdrawal period, by means of the model form for right of withdrawal in Appendix or in some other unequivocal way.
- 9.3 As quickly as possible, but no later than fourteen (14) days after the day of reporting his right of withdrawal as referred to in article 9.2 the consumer shall return the product, or hand it over to (a representative of) the user. In addition to the statutory right of withdrawal, the consumer may return the product for a full refund within a maximum of thirty (30) days of the day the product was delivered to the consumer. The consumer returns the product with all relevant accessories, if reasonably possible in the original state and packaging, and in accordance with the reasonable and clear instructions provided by the user. The risk and the burden of proof for exercising the right of withdrawal correctly and in time rest upon the consumer. The consumer bears the direct costs of returning the product.
- 9.4 The user reimburses the consumer immediately with all payments, including any delivery costs the user charged for the returned product (unless the consumer keeps one or more products from the same order), though at the latest within fourteen (14) days after the day on which the consumer reported the withdrawal. Except in cases in which the user has offered to retrieve the product himself, he can postpone refunding until he has received the product or until the consumer proves he has returned the product, depending on which occurs earlier. For any reimbursement, the user will use the same payment method that was initially used by the consumer, unless the consumer agrees to another method. Reimbursement is free of charge for the consumer. If the consumer chose an expensive method of delivery in preference to the cheapest standard delivery, the user does not have to refund the additional costs of the more expensive method.
- 9.5 The right of withdrawal does not apply for the following products and services:
- a. service contracts, after full completion of the service;
  - b. sealed audio/video-recordings and computer apparatus whose seal was broken after delivery;
  - c. products manufactured according to the consumer's specifications, which were not prefabricated and were made based on the consumer's specific choice or decision, or which are clearly intended for a specific person;
  - d. the delivery of digital content other than on a material medium.

#### **Article 10 Retention of title**

- 10.1 The user remains the full owner of a product sold by it until the purchase price has been paid in full.
- 10.2 If and as long as the user is the owner of the products, the consumer will immediately inform the user when the products are (threatened to) be seized or if any other claim is made on (any part of) the products. In addition, the consumer will inform the user at the user's first request where the products are located.
- 10.3 In the event of seizure, (provisional) suspension of payments or bankruptcy, the consumer will immediately point out the (property) rights of the user to the bailiff, the administrator or the curator. The consumer guarantees that an attachment on the products is lifted immediately.

#### **Article 11 Defects; complaint periods**

- 11.1 The consumer must inspect the purchased products upon delivery – or as soon as possible thereafter. In doing so, the consumer must check whether the delivered product complies with the agreement, namely:
- whether the correct product has been delivered;
  - whether the delivered product meets the agreed quality requirements or – if these are missing – the requirements that may be set for normal use.
- 11.2 If a visible defect or shortcoming is found, the consumer must report this to the user within three (3) days after delivery. A non-visible defect must be reported to the user in writing within 3 days after discovery. Nothing in these general terms and conditions restricts or affects any of the rights or remedies, which the consumer may have under consumer protection law.

#### **Article 12 Prices**

- 12.1 Unless expressly stated otherwise, all prices stated in messages, such as catalogues, price lists and/or quotations from the user, are expressed in EURO, and exclusive of turnover tax. Unless expressly stated otherwise, the costs of packaging and shipping, as stated in the relevant message, as well as all other levies or taxes imposed or levied with regard to the products and the transport thereof, will be borne by the consumer.
- 12.2 Discounts are deemed to have been granted once each time. Previously granted discounts do not bind the user in any way for a later agreement.

#### **Article 13 Payment**

- 13.1 Unless otherwise agreed, payment must be made net in cash. Either by transfer in advance, or by credit card, or by debit transaction or by one-off authorization.

- 13.2 If payment is not in cash, it must be made within the payment period stated on the invoice.
- 13.3 All amounts charged to the consumer must be paid without discount or deduction. The consumer is not authorized to set off, the consumer has no further right to suspend any payment obligation towards the user.
- 13.4 After the expiry of ten (10) days after the invoice date, the consumer is legally in default; From the moment of default, the consumer owes interest of 1% per month on the amount due, unless the statutory interest is higher, in which case the statutory interest applies.
- 13.5 In the event of bankruptcy or suspension of payment of the consumer, the claims of the user and the obligations of the consumer towards the user are immediately due and payable.

#### Article 14 Collection costs

- 14.1 If the consumer is in default or in default with the fulfilment of one or more of his obligations, all reasonable costs incurred in obtaining payment out of court will be borne by the consumer. In any case, in the event of a monetary claim, the consumer owes:
- on the first EUR 2,500 – 15%
  - on the next EUR 2,500 – 10%
  - on the next EUR 5,000 – 5%
  - on the next EUR 190,000 – 1%
  - above EUR 200,000 – 0.5% (with a maximum of EUR 6,775)
- 14.2 If the user demonstrates that he has incurred higher costs, which were reasonably necessary, these also qualify for compensation.

#### Article 15 Liability and indemnification

- 15.1 The user's liability is limited to redelivery of the product concerned or refund of the purchase price.
- 15.2 The user is not liable, either on the basis of the law or by agreement, for so-called consequential damage that the customer or a third party may suffer with regard to (in the use of) the products. This includes loss of profit, trading loss, loss of data and immaterial damage.
- 15.3 For defects in delivered products, the liability as regulated in Article 8 of these general terms and conditions applies.
- 15.4 The above limitations do not apply if the damage is due to intent and/or gross negligence and/or culpable acts of the user or its subordinates.

#### Article 16 Force majeure

- 16.1 Force majeure in these general terms and conditions is understood to mean, in addition to what is understood in this regard in the law and jurisprudence, all external causes, foreseen or unforeseen, over which the user cannot exert any influence, but as a result of which the user is unable to fulfill its obligations including strikes at the user.
- 16.2 The user also has the right to invoke force majeure if the circumstance that prevents (further) fulfilment occurs after the user should have fulfilled its obligation.
- 16.3 During force majeure, the delivery and other obligations of the user are suspended. If the period in which fulfilment of the obligations by the user is not possible due to force majeure lasts longer than two (2) weeks, both parties are entitled to dissolve the agreement, without there being any obligation to pay compensation in that case.
- 16.4 If the user has already partially fulfilled its obligations when the force majeure occurs, or can only partially fulfil its obligations, it is entitled to invoice the part already delivered or the part that can be delivered separately and the consumer is obliged to pay this invoice, as it was a separate contract. However, this does not apply if the part already delivered or to be delivered has no independent value.

#### Article 17 Dispute resolution

- 17.1 The court in the user's place of residence has exclusive jurisdiction to hear disputes, unless the subdistrict court has jurisdiction. Nevertheless, the user remains authorized to sue the consumer before the competent court according to the law or treaty.
- 17.2 The EU Commission provides a platform for online dispute resolution for consumer disputes (ODR platform), which can be accessed at <https://ec.europa.eu/consumers/odr>. Alternative dispute resolution procedures, including mediation procedures, in The Netherlands are free of charge for consumers.

#### Article 18 Applicable law

- 18.1 Dutch law applies to every agreement between the user and the consumer. The Vienna Sales Convention is expressly excluded.

#### Article 19 Location of general terms and conditions

- 19.1 These general terms and conditions have been filed at the office of the Dutch Chamber of Commerce
- 19.2 The most recently filed version or the version that applied at the time of the conclusion of the present transaction is always applicable.

## Appendix - Model form for right of withdrawal

(this form should only be completed and returned if you want to withdraw from the contract)

- To: iUsed  
Celsiusbaan 2A, 3439 NC Nieuwegein  
info@iused.nl

I herewith inform you that, in respect of our contract regarding the sale of the following products: [description of the product], I exercise our right of withdrawal.

- Ordered on\*/received on\* [date of ordering or receiving products]

- Consumer(s) details: [Consumer(s)' name]

[Consumer(s)' address]

[Consumer(s)' signature] (only if this form is submitted on paper):

Date

*\*Delete or provide supplementary information, as applicable.*

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