



One Stop Mobile.B.V.- General Conditions

**General conditions** of the private limited company One Stop Mobile B.V., with its registered office and principal place of business at Lireweg 11, 7051 HW Varsseveld, municipality of Oude IJsselstreek, in the Netherlands.

## **Article 1: DEFINITIONS**

In these general conditions the following terms are defined as follows:

*One Stop Mobile*: the private limited company One Stop Mobile B.V., with its registered office at Lireweg 11, 7051 HW Varsseveld, municipality of Oude IJsselstreek, in the Netherlands. Listed in the commercial register of the Dutch Chamber of Commerce under number 09121767;

*buyer*: any natural person, who acts in the course of a profession or business, or a legal person (who is listed in the commercial register of the Dutch Chamber of Commerce and who also has an account with One Stop Mobile), who enters into a contract with One Stop Mobile or to whom One Stop Mobile makes an offer;

*items*: items offered, to be supplied, or supplied by One Stop Mobile to the buyer.

## **Article 2: APPLICABILITY**

2.1.

These general conditions apply to any offer, quotation or contract One Stop Mobile offers/sends to a buyer and concludes with a buyer, unless the contract between One Stop Mobile and the buyer explicitly states in writing that these general conditions do not apply.

2.2.

Applicability of the buyer's conditions is excluded/rejected by One Stop Mobile. The buyer shall have no recourse in this respect.

2.3.

In so far one or more articles or parts of articles of these general conditions prove to be void or voidable, the other articles and parts of articles shall continue to apply in full.

2.4.

One Stop Mobile shall reserve the right to unilaterally amend these general conditions.



### **Article 3: OFFER**

3.1.

All offers and quotations by One Stop Mobile are without obligation.

3.2.

Apparent mistakes or errors in the offers or quotations by One Stop Mobile are not binding on One Stop Mobile.

3.3.

An offer is cancelled if the items the offer relates to have become unavailable in the interim period (the period after the offer was made and had not yet been accepted by the buyer).

3.4.

A quotation expires on the expiry date stated on the quotation. If the acceptance deviates from the quotation, it shall not be binding on One Stop Mobile, unless explicitly indicated by One Stop Mobile otherwise.

3.5.

An offer (including invitations to making an offer) shall contain such information, that it is clear to the buyer what the rights and obligations are that are connected to acceptance of the offer. One Stop Mobile does not archive contracts for buyers and these cannot be accessed (with the exception of what the buyer can access on his account).

### **Article 4: FORMATION OF THE CONTRACT**

4.1.

The contract is formed at the time of acceptance of One Stop Mobile's (electronic) offer by the buyer (and compliance with the conditions stipulated for the acceptance of the offer).

4.2.

If the acceptance referred to in paragraph 1 is made electronically by the buyer, the contract is formed by electronic acknowledgement of receipt by One Stop Mobile (the order confirmation).

4.3.

Any contract is entered into on the basis of the suspensive condition of sufficient availability of the relevant products.



## **Article 5: PRICES**

5.1.

One Stop Mobile prices stated on the website are excluding VAT, prices stated in the offer are excluding VAT and any levies.

5.2.

During the period of validity stated in One Stop Mobile's offer, prices will not be increased, unless it concerns circumstances beyond One Stop Mobile's control (changes in manufacturers' prices etc.).

5.3.

One Stop Mobile reserves the right to charge price increases to the buyer if these occur after the date the contract was formed but before the day of delivery. Should this situation occur, One Stop Mobile shall give the buyer the opportunity to cancel the contract (without any form of compensation).

## **Article 6: DELIVERY**

6.1.

One Stop Mobile shall deliver the ordered products to the address advised to One Stop Mobile by the buyer. One Stop Mobile shall reserve the right to execute the contract in parts. In this situation One Stop Mobile is entitled to invoice any part deliveries to the buyer.

6.2.

One Stop Mobile has the authority to suspend delivery, if the buyer has not yet met all his obligations towards One Stop Mobile.

6.3.

Any delivery dates stated by One Stop Mobile are never to be regarded as final delivery dates. One Stop Mobile has the option to carry out orders in parts. If delivery is delayed and is not made within the indicated delivery period, the buyer will be notified accordingly as soon as possible and in the case of a delay of more than 3 months One Stop Mobile shall give the buyer the opportunity to terminate the contract (without any additional compensation). Aforementioned termination does not apply if this has been explicitly included in the contract.

6.4.

Despatch will be carried by parcel service. From the moment of delivery to the buyer the risk of the items is transferred to the buyer. Until 24 hours after the delivery date the buyer is entitled to indicate to One Stop Mobile that certain items have not been delivered, after expiry of this period the buyer no longer has this right.



6.5.

The buyer is obliged to take receipt of the purchased goods within the agreed period. Failing this, One Stop Mobile is entitled, without prior notice of default, to demand payment of the part that was not accepted.

6.6.

Returns to One Stop Mobile must always be postage paid and accompanied by a statement in writing indicating the reason for the return. Failing this, One Stop Mobile is entitled to reject the return. Hardware and products, sourced at the request of the buyer and not held in stock, may not be returned.

## **Article 7: PAYMENT**

7.1.

Unless agreed otherwise, the outstanding amount must be paid within 14 days after the invoice date into the account specified by One Stop Mobile.

7.2.

One Stop Mobile is, at all times, entitled to demand that payments are made in advance. If this is the case, One Stop Mobile is not obliged to deliver until the moment payment has been received by One Stop Mobile.

7.3.

If payment is not made within the payment term, without any notice of default being required, the buyer must pay interest of 1% over the outstanding amount per month, whereby part of a month is considered as a whole month. Furthermore, the buyer shall be obliged to pay any extrajudicial debt collection costs to One Stop Mobile. These costs are set at 15% of the principal sum, without prejudice to the right to charge reasonable costs within the meaning of article 6:96(2) of the Dutch Civil Code. One Stop Mobile shall also be entitled to pass on the dossier to its collection agent, in this case the costs made by One Stop Mobile's collection agent will be charged to the buyer.

7.4.

Payments of the buyer will firstly be applied against any costs incurred, subsequently against the outstanding interest and finally against the principal sum.

7.5.

The buyer shall never be entitled to set off any amounts against what he owes to One Stop Mobile. Nor is the buyer entitled to suspend payments.



**Article 8: RETENTION OF TITLE**

8.1.

All items delivered by One Stop Mobile remain property of One Stop Mobile until the moment that the buyer has complied with/fulfilled all obligations arising from the contract(s) concluded with One Stop Mobile (including the purchase amount, interest, costs, compensation).

8.2.

If the situation arises that attachments are made of the buyer's assets or will be made on items, or rights are or will be established on items that are the property of One Stop Mobile, the buyer must immediately inform One Stop Mobile accordingly and provide access to One Stop Mobile and give One Stop Mobile the opportunity to collect its possessions. The buyer must also immediately inform the attaching party about items belonging to One Stop Mobile.

8.3.

One Stop Mobile is, at all times, entitled to take possession of items located at the buyer that are the property of One Stop Mobile, as soon as One Stop Mobile may in all reasonableness assume that there is a realistic chance that the buyer may not be able to meet his obligations or meet these in a timely manner.

8.4.

In the situations as described in this article, i.e. that One Stop Mobile wants to collect its property, the buyer shall give unconditional and irrevocable permission in advance to One Stop Mobile to access the locations in order to take possession of its property.

**Article 9: MANUFACTURER'S WARRANTY**

9.1.

The buyer may make claims under the warranty issued by the manufacturer of the items. One Stop Mobile's warranty obligation extends no further than the warranty offered by the manufacturer.

9.2.

In the case where an item shows a (technical) defect within the warranty period, the item will be repaired, replaced or credited free of charge (at the discretion of One Stop Mobile). In order to return a defective item the RMA (Return Material Authorization) procedure must be followed, as described on the website.



9.3.

Defects in items not covered by the warranty are those that occurred as a result of normal wear and tear, or through damage caused by circumstances beyond One Stop Mobile's control, including weather conditions or damage occurred during transport by the buyer. Furthermore, any form of warranty shall lapse if items have been used incorrectly or carelessly.

9.4.

In so far as the buyer has made repairs or changes (or has had these made) to the delivered items, without One Stop Mobile's prior written permission, One Stop Mobile shall not be obliged to observe any warranty obligations towards the buyer. Nor shall One Stop Mobile have to observe these warranty obligations if the buyer fails to comply with his payment obligations towards One Stop Mobile.

#### **Article 10: LIABILITY COMPENSATION and FORCE MAJEURE**

10.1.

One Stop Mobile shall never be liable for any damage suffered by the buyer or a third party in connection with items One Stop Mobile delivered, unless the damage is the direct and exclusive result of gross negligence or wilful misconduct on the part of One Stop Mobile or persons belonging to its management team.

10.2.

In addition to the statement under article 10.1, One Stop Mobile's liability is explicitly limited to compliance of what One Stop Mobile has accepted to take on under the warranty stipulations in article 9.

10.3.

The compensation of damage is never more than the amount One Stop Mobile is insured for and that is paid out to One Stop Mobile. In the case where the insurer does not pay for damage, One Stop Mobile shall never be obliged to pay compensation at a higher amount than the value of the delivered items or the current market value of the items (at the discretion of One Stop Mobile).

10.4.

Any indirect damage incurred by the buyer or third parties shall not be eligible for compensation, which damage includes consequential damage, lost turnover or profits, loss of data, immaterial damage, connected with or resulting from the contract or the use of the items.

10.5.

One Stop Mobile shall never be liable for any damage caused by or that is the result of using the items for a purpose that is different from the purpose they were intended for.



10.6.

All limits described in this article also apply to our employees or third parties engaged by us.

10.7.

One Stop Mobile is not obliged to observe any obligations towards the buyer, if they are prevented from doing this as a result of force majeure.

10.8.

During a period of force majeure One Stop Mobile may suspend its obligations arising from the contract. In the case where this period lasts longer than 3 months, the buyer shall be entitled to terminate the contract without any form of compensation. If part of the contract was already performed before the period of force majeure, One Stop Mobile is entitled to invoice this part.

10.9.

Force majeure is understood to mean any external causes that are beyond One Stop Mobile's control, due to which One Stop Mobile is unable to observe its obligations. This includes: obstacles at suppliers to deliver items purchased by One Stop Mobile for whatever reason (including the availability of products), obstacles caused by a network breakdown, or any other breakdowns, obstacles caused by other measures, laws or decisions by (government) agencies.

#### **Article 11: INDEMNITY**

The buyer indemnifies One Stop Mobile against any claims by third parties that have suffered damage in connection with the performance of the contract and the cause of which is not attributable to One Stop Mobile. If this situation occurs, the buyer is obliged to support One Stop Mobile (both in and out of court) and take the necessary measures that may be expected.

#### **Article 12: COMPLAINTS**

12.1.

The buyer is obliged to check the delivered items as soon as possible (in any case within 5 days after the delivery date) and, in the case the items do not comply with the contract, to report this (fully and clearly) to One Stop Mobile within 5 days after the delivery date. Defects the buyer should reasonably have detected, must also be reported to One Stop Mobile in writing, giving full and clear details, within 5 days after the delivery date.



12.2.

Any other defects that were not actually noticeable and the buyer would not have been able to detect, must be reported to One Stop Mobile in writing, giving full and clear details, within 8 days after detection of the defect. The buyer may exercise this right for a maximum of 1 year after delivery, any later complaints shall not be accepted by One Stop Mobile.

12.3.

Any of the buyer's rights of claim towards One Stop Mobile with regard to items delivered by One Stop Mobile, shall lapse if one of the following situations occur:

- the complaint was not reported to One Stop mobile by the buyer within the set period, as described in this article;
- the buyer does not give any or sufficient cooperation to One Stop Mobile with regard to an investigation into the merits of the complaint;
- the buyer did not use or maintain the items in accordance with instructions or in a normal manner;
- the aforementioned warranty period has expired or the first report of the complaint was made after a period of 1 year after delivery.

12.4.

If the buyer lodges a complaint in good time, it will not suspend the buyer's payment obligations. In this case the buyer shall still be obliged to purchase and pay for any other ordered items.

### **Article 13: PENALTY and DAMAGES**

Without prejudice to the right of One Stop Mobile to demand compensation for any damages actually incurred, the buyer must pay One Stop Mobile a penalty of € 250.00 per day, for each day that the buyer does not observe his obligations arising from the contract concluded between the parties and arising from these general conditions. This penalty is immediately due and payable, without any court intervention, notice of default or demand for payment. This penalty clause does not replace any outstanding compensation.

### **Article 14: CONFIDENTIALITY**

If, during the performance of the contract, any of One Stop Mobile's confidential information becomes known to the buyer, the buyer shall only use this information for the performance of the contract (and not supply it to any third parties). In the case of a breach of this stipulation, the buyer must pay One Stop Mobile €250.00 for each day the breach continues. This penalty clause does not replace any outstanding compensation.



#### **Article 15: PRIVACY**

On setting up his account the buyer has noted the privacy statement and has indicated to agree with the statement (and the processing of his (personal) data). The buyer is deemed to be aware of the fact that his data are processed. The buyer is entitled to view or correct data One Stop Mobile has collected about him, or request that these data are removed/protected. One Stop Mobile shall respond to any of the buyer's requests within 4 weeks. In the case of a decision to protect or remove data, One Stop Mobile shall inform the buyer about the extent to which the buyer's use of the One Stop Mobile products will be limited or hindered.

#### **Article 16: APPLICABLE LAW AND DISPUTES**

16.1.

Any offers from One Stop Mobile and contracts concluded with One Stop Mobile are exclusively governed by Dutch law (except for the applicability of the Vienna Sales Convention (CISG)).

16.2.

Any disputes arising from or in connection with contracts concluded with One Stop Mobile shall be settled by the competent court in the province of Gelderland in the Netherlands.