

GENERAL TERMS AND CONDITIONS

1. General

1.1. These general terms and conditions (hereinafter referred to as the "General Terms") apply to all quotations, price offers, bids, proposals, and agreements concerning both the delivery of goods and the performance of services by the private limited liability company MacCare B.V., registered in Amsterdam, Chamber of Commerce number 80269222, operating under the name MacCare B.V., to buyers, purchasers, providers of used Macs for trade-in or purchase, and clients (hereinafter also referred to as "Client"). These General Terms are effective from September 1, 2020.

1.2. Any deviation from the General Terms and/or their applicability is only valid if expressly agreed in writing.

1.3. The applicability of additional and/or deviating (purchase) terms of the Client or third parties is expressly excluded. Provisions therein do not bind MacCare B.V., unless expressly accepted in writing by MacCare B.V. If any provision of these General Terms is deemed void or otherwise non-binding by a competent court, the remaining provisions will remain fully in effect.

2. Orders, Offers, and Agreement

2.1. All quotations, offers, and price proposals are non-binding unless expressly stated otherwise. Offers, quotations, and price proposals are based on the information provided by the Client at the time of request, including drawings and specifications, which MacCare B.V. may rely on as accurate.

2.2. Agreements between MacCare B.V. and the Client are only established once offers, proposals, or orders have been accepted by MacCare B.V. or are deemed established if MacCare B.V. has already commenced the execution of the work. Even if an agreement has already been concluded by offer and acceptance, MacCare B.V. is not bound by it if it demonstrates that the quoted price was so low that MacCare B.V. cannot reasonably be held to the agreement. This applies in particular if the offer was made below cost price, even if the Client was unaware of this and reasonably relied on the (too low) price.

2.3. MacCare B.V. is entitled to charge the Client for all costs incurred to prepare the offer if the order for the supply of goods or services does not result in an agreement.

3. Delivery and Delivery Time

3.1. All delivery terms stated by MacCare B.V. are approximate and will never be considered binding deadlines, unless expressly agreed otherwise in writing.

3.2. MacCare B.V. has the right to suspend delivery as long as the Client has not fulfilled all its obligations towards MacCare B.V. This suspension will last until the Client fulfills these obligations, or until MacCare B.V. has terminated the agreement due to non-performance, in which case the Client is liable for compensation.

3.3. If MacCare B.V. is reasonably unable to deliver (partially or completely) on a permanent basis for any reason, it is entitled to terminate the agreement in whole or in part without being liable for any penalty or compensation.

3.4. Delivery takes place ex-warehouse, workshop, factory, or store, at the discretion of MacCare B.V.

3.5. Goods to be delivered by MacCare B.V. may be transported at the Client's expense and risk. The mode of transport will, in principle, be determined by MacCare B.V. Insurance of the goods during transport will not be arranged unless expressly requested by the Client; in such a case,

the costs will be borne by the Client.

3.6. MacCare B.V. reserves the right to deliver in parts and invoice separately for each part.

4. Delivery

4.1. Unless otherwise agreed, MacCare B.V. will deliver the products upon prepayment. The delivery period will only start after MacCare B.V. has received the payment. If payment is not received within 5 days after the conclusion of the purchase agreement, the agreement will be considered terminated.

4.2. If MacCare B.V. and the Buyer agree on delivery, the delivery of the products will be carried out at the rate specified by MacCare B.V., unless MacCare B.V. has communicated different conditions to the consumer at the time of the agreement.

4.3. If MacCare B.V. requires information from the Buyer to execute the agreement, the delivery time will commence only after the Buyer has made this information available to MacCare B.V.

4.4. If MacCare B.V. has provided a delivery period, it is indicative. However, the final delivery period will never exceed the specified delivery period by more than 30 days unless there is a case of force majeure. If this period is exceeded, the Buyer may terminate the agreement and request a refund or credit for any amounts already paid.

4.5. If the packaging of the products is opened or visibly damaged upon delivery, the Buyer is obliged not to accept these products.

5. 30-Day Cooling-Off Period

5.1. If the Buyer is dissatisfied with the products delivered by MacCare B.V. for any reason and has not used or installed any software on them, the Buyer is entitled to return the products to MacCare B.V. within 30 days of the delivery date, provided they are accompanied by the invoice and in their original, undamaged packaging. MacCare B.V. offers free data transfer when purchasing a refurbished device but charges a reset/restocking fee of €100, including VAT, for returns.

5.2. The cost of returning the products is at the Buyer's expense.

5.3. MacCare B.V. will inspect the returned products immediately or within a reasonable period after receipt. If returned correctly, MacCare B.V. will arrange for a refund or credit of any amounts paid.

5.4. If the Buyer retains the products, this indicates that the Buyer fully and irrevocably accepts them. The warranty provisions remain in effect.

5.5. Sending a product different from the one delivered (including an identical product with a different serial number) will be considered equivalent to keeping the original product. The sent product will either be returned at the Buyer's expense or disposed of at MacCare B.V.'s discretion.

6. Warranty

6.1. MacCare B.V. guarantees that the delivered goods meet the usual requirements and standards that can reasonably be expected of used products and are free from defects, other than normal signs of wear.

6.2. The warranty for used products provided by MacCare B.V. is valid for a period of 3 to 12 months after delivery.

6.3. The warranty provided by MacCare B.V. is limited to the replacement of the defective product with a similar or comparable product. In case of replacement, the Buyer agrees to return the replaced product to MacCare B.V. and transfer ownership of it.

6.4. The warranty expires if a defect arises due to improper or unauthorized use, or if the Buyer or

third parties have made or attempted to make changes to the product or used it for purposes for which it is not intended.

6.5. The Buyer must inspect the delivered goods at the time of (delivery) and, in any case, within the shortest possible period. The Buyer must verify whether the quality and quantity of the delivered goods correspond with what was agreed upon or meet the applicable trade standards.

6.6. Any deficiencies must be reported in writing to MacCare B.V. within 30 days after delivery, but no later than within the warranty period.

6.7. After the warranty period, MacCare B.V. is entitled to charge all costs for repair or replacement, including administrative, shipping, and call-out fees.

7. Miscellaneous Provisions

7.1. The risk of loss or damage to the products subject to this agreement transfers to the Buyer at the moment these are legally and/or physically delivered to the Buyer, or to a third party designated by the Buyer, at the address provided by the Buyer.

7.2. If MacCare B.V. agrees on a specific price with the Buyer when concluding the agreement, MacCare B.V. is still entitled to increase the price, even if it was initially not subject to reservation. If a price increase occurs, the Buyer has the right to terminate the agreement in writing.

7.3. If the products delivered by MacCare B.V. are defective, MacCare B.V.'s liability towards the Buyer is limited to what is stipulated under "Warranty" in these terms and conditions.

7.4. If the manufacturer of a defective product is liable for consequential damage, MacCare B.V.'s liability is limited to the replacement of the product.

7.5. MacCare B.V. is not liable for damage caused by intentional or gross negligence, improper or unauthorized use by the Buyer.

7.6. MacCare B.V. is not obliged to fulfill any obligation towards the Buyer if hindered by circumstances beyond its control that cannot be attributed to it under the law, a legal act, or generally accepted standards.

7.7. The loss or failure of a product to be delivered prior to delivery expressly falls under force majeure, provided that MacCare B.V. will arrange for a refund or credit any prepayments.

7.8. MacCare B.V. may also invoke force majeure if the circumstance preventing (further) performance arises after MacCare B.V. should have fulfilled its obligation.

7.9. If MacCare B.V. has partially fulfilled its obligations at the time force majeure occurs, it is entitled to invoice the completed part separately. The Buyer must pay this invoice as if it were a separate agreement.

7.10. MacCare B.V. reserves the right to amend these general terms and conditions at any time. The version in force at the time of the agreement's conclusion will apply.

7.11. All agreements between MacCare B.V. and the Buyer are governed exclusively by Dutch law. © 2020 MacCare B.V.