

# GENERAL TERMS AND CONDITIONS OF 2MOBILITY

## ARTICLE 1. | DEFINITIONS

The terms below, also those conjugated in plural or singular, are defined as follows in these general terms and conditions, unless the nature or purport of the provisions dictate otherwise.

1. General terms and conditions: the present "General terms and conditions of 2MOBILITY".
2. 2MOBILITY: the user of these general terms and conditions, also trading under the trade name "WheelzAhead", established at Borchgravestraat 21, 4286BL in Almkerk, registered with the Trade Register under Chamber of Commerce number 67555519.
3. Counterparty: any natural or legal person with whom 2MOBILITY has concluded or intends to conclude an agreement.
4. Consumer: a counterparty as referred to in the previous paragraph, natural person, not acting in the performance of a profession or business.
5. Parties: 2MOBILITY and the counterparty together.
6. Agreement: any agreement concluded between 2MOBILITY and the counterparty, with which 2MOBILITY has committed itself to the sale and delivery of products at a price to be agreed between the parties.
7. Distance agreement: an agreement concluded between 2MOBILITY and a consumer under the terms of an organised system for distance selling without the simultaneous personal presence of 2MOBILITY and the consumer and whereby, up to and including the conclusion of the agreement, only one or more means of distance communication are used, such as in the case of a consumer purchase made through the web shop as referred to in paragraph 9 or another platform that can be regarded as an organised system for distance selling. An agreement is therefore not a distance agreement if 2MOBILITY does not use an organised system for sale, for example in the case where the consumer finds the contact details of 2MOBILITY on the internet or in a telephone directory and concludes an agreement by telephone.
8. Products: all goods to be delivered by 2MOBILITY to the counterparty under the terms of the agreement, including various personal aids and accessories.
9. Web shop: [www.wheelzahead.eu](http://www.wheelzahead.eu) as a service to end users regarding (accessories of) the WheelzAhead products.
10. Written: communication in writing, communication by e-mail or any other similar form of communication in view of the state of the art and the prevailing standards in society.

## ARTICLE 2. | GENERAL PROVISIONS

1. These general terms and conditions apply to all of 2MOBILITY's offers and any concluded agreements.
2. The applicability of any general terms and conditions of purchase or other general terms and conditions of the counterparty is explicitly rejected.
3. The provisions of these general terms and conditions can only be deviated from explicitly and in writing. If and to the extent the agreements made between the parties in writing deviate from the provisions of these general terms and conditions, the agreements explicitly made between the parties in writing shall be applicable.
4. Nullification or invalidity of one or more of the provisions of these general terms and conditions or the agreement as such does not affect the validity of the other clauses. If such is the case, the parties are obliged to consult with each other in order to make a replacement arrangement with regard to the invalid clause, while this must be as much as possible in keeping with the aim and purport of the original provision.

## ARTICLE 3. | OFFER AND CONCLUSION OF THE AGREEMENT

1. Every offer from 2MOBILITY is without obligation, even if a period of acceptance is stated. An offer from 2MOBILITY can immediately be withdrawn until acceptance by the counterparty. If in such a case, for example with respect to an order in the web shop, payment has already been made by the counterparty, 2MOBILITY will arrange for a refund no later than one workday after the cancellation.
2. The counterparty cannot derive any rights from an offer of 2MOBILITY that contains an obvious error or mistake.
3. The counterparty can moreover not derive any rights from an offer of 2MOBILITY that is based on incorrect or incomplete data provided by the counterparty.
4. A compound quotation never obliges 2MOBILITY to fulfil a part of the offer against a corresponding part of the stated price.
5. Each agreement is concluded, without prejudice to the provisions of paragraph 1, from the moment that the offer of 2MOBILITY has been accepted by the counterparty and the counterparty has met all the conditions stated in the offer. If no specific offer from 2MOBILITY has preceded the order of the counterparty, the agreement is concluded from the moment that 2MOBILITY has provided the counterparty with a written confirmation of the order. If 2MOBILITY provides the

counterparty with a written confirmation of the order, such confirmation is deemed to accurately and completely reflect the order, unless the counterparty has filed a complaint in writing to 2MOBILITY within 48 hours of receipt.

6. If the counterparty's acceptance deviates from the offer of 2MOBILITY, the agreement will not be concluded in accordance with this deviating acceptance, unless 2MOBILITY indicates otherwise.
7. If the counterparty concludes the agreement on behalf of another natural or legal person, it declares that it is authorised to do so by entering into the agreement. In addition to this (legal) person, the counterparty is jointly and severally liable for the fulfilment of the obligations arising from such agreement

#### **ARTICLE 4. | CONSUMER'S RIGHT OF DISSOLUTION FOR DISTANCE AGREEMENTS**

1. Subject to the other provisions of this article and in particular the provisions of the following paragraph, the consumer may wholly or partially dissolve a distance contract up to 14 days after receipt of the products by or on behalf of the consumer, without stating reasons.
2. The consumer does not have the right of dissolution in case of:
  - the delivery of products that are not suitable for being returned because of health protection or hygiene and of which the seal was broken after delivery;
  - the delivery of products manufactured according to the consumer's specifications, which are not prefabricated and which are custom manufactured at the individual choice or decision of the consumer, or which are clearly intended for a specific person;
  - a distance agreement in respect of which the right of dissolution is otherwise excluded by Section 6.5.2B of the Dutch Civil Code or does not apply.
3. The consumer can terminate the distance contract by submitting a request to 2MOBILITY by e-mail or by using the model form offered by 2MOBILITY for withdrawal. 2MOBILITY will confirm the termination of the distance agreement by e-mail as soon as possible after 2MOBILITY has been informed of the intention of the consumer to terminate the distance agreement and if the conditions of this article are met.
4. During the period referred to in paragraph 1, the consumer must handle the products to be returned and their packaging with due care. The consumer may only handle and inspect the products to be returned to the extent necessary in order to assess the nature and features of the products. The basic principle with respect to this is that the consumer may only handle and inspect the products as he would be allowed to do in a physical store.
5. If the consumer makes use of the right of dissolution, he must return the products concerned undamaged, with all accessories supplied and in the original condition and packaging to 2MOBILITY.
6. The consumer is liable for value reduction of the products resulting from the fact that the products have been handled beyond the situations permitted under paragraph 4. 2MOBILITY is entitled to charge the consumer for such value reduction, whether or not by offsetting this reduced value against any payment already received from the consumer.
7. Return delivery of the products must take place within fourteen days after the consumer has dissolved the distance contract in accordance with the provisions of paragraph 3.
8. If the consumer makes use of the right of dissolution, the costs of returning the products will be borne by the consumer.
9. 2MOBILITY will refund any payments already received from the consumer, less any depreciation, as soon as possible, but no later than within fourteen days after the dissolution of the distance contract to the consumer, provided that the products have been received back by 2MOBILITY or the consumer has demonstrated that the products have actually been returned. If the right of dissolution is only applied to a part of the order, any delivery costs paid by the consumer in the first instance will not be eligible for a refund. Furthermore, 2MOBILITY is not obliged to reimburse the additional costs if the consumer has explicitly opted for a method other than the least expensive method of standard delivery offered by 2MOBILITY.

#### **ARTICLE 5. | DELIVERY OF PRODUCTS**

1. The delivery of the products takes place by delivery to the delivery address specified by the counterparty. In the context of drop shipping, the counterparty can appoint a third party to whom the products will be delivered.
2. 2MOBILITY determines the method of packaging and shipping of the products.
3. Unless the nature or purport of any explicitly agreed delivery condition dictates otherwise, the risk of loss and damage to the products will pass to the counterparty or the third party as referred to in paragraph 1, from the moment the products have been received by or on behalf of the counterparty or by such third party.
4. If the agreed delivery period is exceeded, the counterparty is never entitled to refuse to accept delivery of the products to be delivered and to pay the amounts due by the counterparty to 2MOBILITY under the agreement.
5. If 2MOBILITY, as a result of a circumstance attributable to the counterparty or a third party as referred to in paragraph 1, incurs additional costs that would not exist if the products had been received at the time of intended delivery, these costs

will additionally be for the account of the counterparty. These costs may, not thereto limited, be related to the reasonably determined costs of storage of the products and any additional costs in connection with multiple delivery attempts.

#### **ARTICLE 6. | DELIVERY TIMES**

1. Unless expressly agreed otherwise in writing, 2MOBILITY strives to send ordered products that are in stock within 24 hours after the conclusion of the agreement, excluding weekend and public holidays. Generally, an order placed on workdays before noon is delivered the following workday, on the proviso that a delivery time of two to three workdays usually applies for deliveries outside the Benelux. The following paragraphs of this article are fully applicable to the delivery times stated here.
2. 2MOBILITY endeavours to comply with the delivery terms to which it has committed itself in respect of the counterparty, however, these terms may only be considered as indicative and not as deadlines. Default on the part of 2MOBILITY does not come into effect until the counterparty has notified 2MOBILITY in writing of the default, in which a notice of default a reasonable period is stated within which 2MOBILITY can still fulfil its delivery obligations, which have still not been fulfilled after the expiry of the latter period.
3. The delivery periods to which 2MOBILITY has committed itself in respect of the counterparty shall not commence until after 2MOBILITY has received all data required for delivery from the counterparty.

#### **ARTICLE 7. | SPECIAL OBLIGATIONS FOR RESELLERS**

1. In the event that the products to be supplied by 2MOBILITY are intended for resale by the counterparty, resale to customers of the counterparty shall be for the account and risk of the counterparty.
2. Any cooperation between the reseller and 2MOBILITY is never exclusive, unless explicitly agreed otherwise; 2MOBILITY is entitled to appoint multiple resellers without geographical restrictions.
3. 2MOBILITY guarantees the counterparty the constant, agreed quality of the delivered products. The counterparty acting as a reseller of the products is itself responsible for the fulfilment of its legal obligations in respect of its end customers, such as with regard to the statutory seller's guarantee in respect of consumers.
4. 2MOBILITY and its suppliers grant the reseller the right to make use of the possible brand names of 2MOBILITY or its suppliers, however, only to the extent and for so long as is reasonably considered acceptable under the terms of the resale of the products and in compliance with any instructions from 2MOBILITY with regard to their use. For the use of any brand names of 2MOBILITY or its suppliers, other than those referred to in the previous sentence, prior written permission from the latter parties is required.
5. The counterparty is not permitted to perform acts that infringe on the trade name, brand name or other intellectual property rights of 2MOBILITY or its suppliers.
6. The reseller is obliged to use the marks used by 2MOBILITY or its suppliers in relation to the resale of the products. The counterparty is not permitted to remove any mark on the products or to change them, or to affix its own marks on the products.

#### **ARTICLE 8. | INVESTIGATION AND COMPLAINTS**

1. From the moment of delivery of the products, the counterparty must immediately (cause to) investigate and verify that the nature and quantity of the products meet the agreement. If, in the opinion of the counterparty, the nature and/or quantity of the products do not comply with the agreement, it must notify 2MOBILITY of this immediately after delivery. If delivery is made to a third party, the counterparty guarantees that such third party meets the aforementioned obligations in respect of the counterparty, after which the counterparty immediately informs 2MOBILITY of any shortcomings of 2MOBILITY.
2. In the event of defects that could not reasonably have been visible at the time of delivery, the counterparty must report this to 2MOBILITY in writing within five days after it has become aware of the existence of the defect or i.e. could reasonably have become aware of such defects.
3. Contrary to the provisions of the preceding paragraphs of this article, a consumer can no longer rely on the fact that the products delivered under the terms of a consumer purchase do not comply with the agreement, if the consumer has not filed a complaint with respect to this to 2MOBILITY within two months after discovery of the defect.
4. If no claim is made in time, 2MOBILITY will not be bound by any obligations resulting from such a complaint.
5. Complaints from (on account of) the counterparty never suspend its payment obligations, except to the extent that the law has differing mandatory provisions for the benefit of the consumer.

#### **ARTICLE 9. | RETURN SHIPMENTS**

1. The provisions of the following paragraphs of this article are without prejudice to the provisions of Article 4.
2. Return shipments are, without prejudice to the provisions of paragraph 4, only accepted and received with 2MOBILITY's prior written permission. Return shipments must be registered by e-mail (sales@2mobility.nl). Return shipments are for the

account of the counterparty. In the event of a return shipment, the counterparty must observe the instructions of 2MOBILITY with regard to the handling of return shipments of the products concerned.

3. If and where the return of the products is not based on a shortcoming on the part of 2MOBILITY, 2MOBILITY is entitled to charge a restocking fee of 25%, without prejudice to the provisions of the following paragraph.
4. Damaged return shipments as well as return shipments in non-original condition or packaging, are not accepted and will be returned at the expense of the counterparty.

#### **ARTICLE 10. | GUARANTEE**

1. The counterparty or end-user of the products is only entitled to any factory guarantee provided by the manufacturer or importer of the products, on the proviso that 2MOBILITY provides a two-year guarantee on rollators and a guarantee provided by 2MOBILITY, the manufacturer or the importer does not affect the mandatory legal rights and claims that consumers may assert against 2MOBILITY under the terms of a consumer purchase (non-conformity). Any applicable manufacturer's guarantee is usually stated in the user's manual supplied with the products.
2. Without prejudice to any explicitly stipulated (factory) guarantee conditions, any claim to a guarantee (also including a claim based on non-conformity) is cancelled if the defects of the products are the result of an external cause after the delivery or another circumstance that cannot be attributed to 2MOBILITY or its supplier. This includes, but is not limited to, defects resulting from damage, natural wear and tear, incorrect or improper handling, use in violation of the user instructions or other instructions from or on behalf of 2MOBILITY.
3. The provisions of paragraph 2 apply mutatis mutandis to any claims from the counterparty pursuant to non-performance or any other basis whatsoever.

#### **ARTICLE 11. | FORCE MAJEURE**

1. 2MOBILITY is not obliged to fulfil any obligation under the agreement if and for as long as it is impeded by a circumstance that for which it cannot be held responsible by virtue of the law, legal act or social standards. Force majeure also includes the situation when 2MOBILITY is unable to meet its (delivery) obligations (in time) due to the (non-)actions of its suppliers.
2. If the force majeure situation causes compliance with the agreement to be permanently impossible, the parties are entitled to terminate the agreement with immediate effect.
3. If, at the start of the force majeure situation, 2MOBILITY has already partially fulfilled its delivery obligations or can only partially meet its obligations, it is entitled to separately invoice the part already delivered or the part still to be delivered as if it were an independent contract.
4. Without prejudice to the application of the previous paragraph, damage as a result of force majeure will never qualify for compensation.

#### **ARTICLE 12. | SUSPENSION AND DISSOLUTION**

1. If reasonably justified by the circumstances of the case, 2MOBILITY is entitled to suspend the execution of the agreement, without court intervention, or to dissolve the agreement in whole or in part with immediate effect, if and to the extent the counterparty does not, not timely or not fully comply with its obligations under the agreement, or, after the conclusion of the agreement, 2MOBILITY has, due to circumstances that come to light after the conclusion of the agreement, valid reason to fear that the counterparty will not fulfil its obligations. If the fulfilment of the obligations of the counterparty in respect of which it fails or may fall short, is not permanently impossible, the entitlement to dissolve the agreement only arises after the counterparty has been notified in writing by 2MOBILITY, in which notice of default a reasonable term is stated within which the counterparty can (still) fulfil its obligations and the agreement is still not fulfilled after the expiry of the last mentioned period.
2. If the counterparty liquidates its business or transfers it to a third party, is in a state of bankruptcy, has applied for (provisional) suspension of payment, any of its goods have been seized, as well as in the situation that the counterparty cannot otherwise freely dispose of its assets, 2MOBILITY is entitled to terminate the agreement with immediate effect and without court intervention, unless the counterparty has already provided sufficient security for the fulfilment of its payment obligations under the agreement.
3. The counterparty shall never claim any form of compensation in connection with the suspension or termination right asserted by 2MOBILITY.
4. The counterparty is obliged to compensate the damage suffered by 2MOBILITY as a result of the suspension or dissolution of the agreement.
5. If 2MOBILITY terminates the agreement, all of 2MOBILITY's claims against the counterparty are immediately due and payable.

### **ARTICLE 13. | PRICES AND PAYMENTS**

1. Unless explicitly stated otherwise by 2MOBILITY, all amounts stated by 2MOBILITY are exclusive of VAT and other government levies, provided that an offer addressed to consumers states amounts (including) including VAT. Postage-free delivery applies, unless explicitly agreed otherwise, exclusively for delivery within the Benelux and Germany of orders with an order amount over € 300 exclusive of VAT. In the case of a lower order amount, the shipping costs for delivery within the Benelux and Germany are € 10, unless explicitly agreed otherwise. Shipping costs with regard to countries other than the Benelux and Germany must be expressly agreed.
2. Before an agreement is concluded with a consumer, the total price is explicitly stated, including VAT and any shipping costs.
3. 2MOBILITY is at all times entitled to change its prices, on the proviso that price changes do not apply to agreements that have already been concluded, nor to the cases in which 2MOBILITY has expressly committed itself in respect of the counterparty to fixed price agreements that apply to a certain period. For orders placed after the expiry of a period explicitly agreed between the parties within which fixed price agreements are applicable, 2MOBILITY is entitled to change its prices.
4. Without prejudice to any explicit agreements made in writing, 2MOBILITY is entitled to demand that the amounts due by the counterparty be paid in whole or in part by advance payment, on the proviso that 2MOBILITY will not oblige a consumer to pay more than 50% in advance of the purchase price. However, if the consumer has already opted for payment in advance of more than half the purchase price, he will be bound by this choice. Payment at the time of delivery is not considered an advance payment.
5. Payment must be made in the manner stated by 2MOBILITY for this purpose. In the event of payment by a bank transfer, payment must be made within 14 days after the invoice date, in the manner stated by 2MOBILITY on the invoice.
6. 2MOBILITY is entitled to submit invoices intended for the counterparty exclusively by e-mail.
7. If the counterparty liquidates its business or transfers it to a third party, is in a state of bankruptcy, has applied for (provisional) suspension of payment, any its goods have been seized, as well as in the situation that the counterparty cannot otherwise freely dispose of its assets, the claims against the counterparty shall be immediately due and payable.
8. If timely payment is not made, the counterparty's default takes effect by law. From the day that the counterparty's default takes effect, the counterparty is due an interest of 2% per month on the outstanding amount, whereby part of a month is considered a full month. Contrary to the previous sentence, instead of the contractual interest referred to, the statutory interest applicable at the time of the payment default applies if the counterparty acts in the capacity of consumer.
9. All reasonable costs, such as judicial, extrajudicial and execution costs, incurred in order to obtain the amounts due by the counterparty under the agreement, are for its account.

### **ARTICLE 14. | LIABILITY AND INDEMNIFICATION**

1. Subject to intent and deliberate recklessness on the part of 2MOBILITY, as well as to the provisions of Articles 8 and 10, 2MOBILITY is no longer liable for defects in the delivered goods after delivery.
2. The counterparty bears the damage caused by inaccuracies or omissions in the information provided by the counterparty, a shortcoming in the fulfilment of the obligations on the part of the counterparty arising from the law or the agreement, as well as any other circumstance that cannot be attributed to 2MOBILITY.
3. Subject to intent and deliberate recklessness on the part of 2MOBILITY, 2MOBILITY is not liable for damage as a result of the use of the products supplied, including damage arising as a result of a cause or circumstance as referred to in Article 10.2.
4. 2MOBILITY bears no liability for damage which should be for the account of the manufacturer or importer of the products under the statutory regulation of product liability.
5. 2MOBILITY is never liable for consequential damage, including lost profit, loss suffered and damage as a result of business interruption.
6. If 2MOBILITY is liable in respect of the counterparty for any damage, then 2MOBILITY is entitled at all times to rectify such damage. The counterparty must give 2MOBILITY the opportunity to do so, failing which all liability of 2MOBILITY in this regard will be cancelled.
7. Subject to intent and deliberate recklessness on its part, 2MOBILITY's liability is at all times limited to at most the invoice value of the agreement, i.e. to the part of the agreement which 2MOBILITY's liability is related to.
8. The limitation period of all legal claims against 2MOBILITY is one year. Contrary to the previous sentence, legal claims due to consumers that are based on facts that would justify the claim that a consumer purchase does not comply with the agreement, expire after two years.
9. In the case of a consumer purchase, the limitations in this article do not extend beyond the situations permitted by virtue of Book 7, article 24 paragraph 2 of the Dutch Civil Code.
10. The counterparty indemnifies 2MOBILITY against any claims from third parties that suffer damage with respect to the execution of the agreement and the cause of which is attributable to (a) person(s) other than 2MOBILITY.

#### **ARTICLE 15. | RETENTION OF TITLE**

1. The title to all products shall be vested with 2MOBILITY until the counterparty has fulfilled all its payment obligations in respect of 2MOBILITY with regard to the relevant order.
2. Except where it must be considered permissible under its normal business operations, the counterparty is not allowed to sell or pledge the products subject to retention of title nor to encumber them in any other way.
3. The counterparty is obliged to store the products delivered under retention of title with all due care and as recognisable property of 2MOBILITY in its warehouse or storage location.
4. If third parties seize the products subject to the retention of title, or wish to establish or enforce rights thereon, the counterparty must notify 2MOBILITY as soon as possible.
5. In the event of a sale and/or delivery by the counterparty to third parties under its normal business operations, as well as in the event of a violation of the other provisions of this article, the purchase price will become immediately due and payable in full.
6. The counterparty gives unconditional permission to 2MOBILITY or third parties appointed by 2MOBILITY to enter all those places where the products subject to retention of title are located. In the event of default by the counterparty, 2MOBILITY is entitled to (cause to) take back the products referred to here. The counterparty must provide 2MOBILITY with all information at its first request in order to assert its property rights, on the penalty of an immediately due and payable fine of € 500 for each day that the counterparty is in default, while 2MOBILITY is not required to officially hold the counterparty in default. All reasonable costs associated with the assertion of its property rights are for the account of the counterparty.

#### **ARTICLE 16. | GENERAL COMPLAINTS POLICY**

1. Complaints regarding the implementation of the agreement by 2MOBILITY must, without prejudice to the provisions of Article 8, be submitted to 2MOBILITY fully and clearly specified in writing within a reasonable time after the counterparty has discovered the alleged shortcoming of 2MOBILITY.
2. Complaints submitted to 2MOBILITY will be answered within a period of seven days after receipt. If a complaint requires a longer processing time, a reply will be sent within a period of seven days with an acknowledgment of receipt and an indication of when the counterparty can expect a more detailed answer.
3. If, in the context of a remote agreement, the complaint cannot be resolved by mutual agreement, the consumer can submit the dispute to the conciliation board via the ODR platform ([ec.europa.eu/consumers/odr/](http://ec.europa.eu/consumers/odr/)).

#### **ARTICLE 17. | PERSONAL-DATA PROCESSING**

If the counterparty has explicitly signed up for the receipt of newsletters or other commercial reports from 2MOBILITY, 2MOBILITY will only process the e-mail address provided by the counterparty for this purpose in order to be able to send the requested messages to the counterparty. However, once the counterparty has entered into an agreement with 2MOBILITY, 2MOBILITY may send the counterparty e-mail messages, such as newsletters without prior consent, if these messages predominantly relate to, or are relevant to, the products previously purchased by the counterparty from 2MOBILITY. The counterparty may deregister for the further receipt of such messages in the manner indicated in the relevant messages. With regard to the processing of the counterparty's personal data by 2MOBILITY, 2MOBILITY conforms to the General Data Processing Regulation (AVG). The way in which 2MOBILITY further processes personal data of the counterparty is described in the privacy policy that is revealed on the 2MOBILITY website.

#### **ARTICLE 18. | FINAL CLAUSES**

1. Dutch law applies exclusively to every agreement and all resulting legal relationships between the parties.
2. The parties only appeal to the courts after they have made the best possible efforts to settle the dispute in mutual consultation.
3. Where the law does not have mandatory provisions to the contrary under the given circumstances, any legal disputes between the parties shall only be submitted to the competent court within the district of 2MOBILITY's place of business.
4. In the case that these general terms and conditions are available in several languages, the Dutch version is at all times decisive with regard to the interpretation and construction of the clauses adopted in these general terms and conditions.