

General lease terms and conditions

The Lessee has entered into the lease obligation with lessor by agreeing to the terms and conditions at check out. This forms 1 to 1 part of the lease agreement.

1. Definitions

1.1. In these general terms and conditions, the following terms are used in the following meanings unless expressly stated otherwise or the context indicates otherwise:

Lessor: Aktie-Shop B.V. dba Refurbished Kinderwagens.nl is based at:

Pieter Zeemanweg 121

3316 GZ Dordrecht

Netherlands

Chamber of Commerce number: 64121496

Bugabooflex@refurbished-kinderwagens.nl

1.2. **Lessee:** the natural or legal person who concludes a lease agreement with and from the Lessor via the website

1.3 **lease agreement** means the agreement between the Lessor and the Lessee for the use of the baby products by the Lessee as well as any other agreement between the Lessor and the Lessee.

1.4. **product(s)** means the product(s) leased to the Lessee through the website by the Lessor

1.5. **end date:** the date on which the lease agreement ends by termination by the Lessee as set out in article 18

1.6. **website:** www.refurbished-kinderwagens.nl

2. General

2.1. These general terms and conditions apply to all lease agreements concluded between the Lessor and the Lessee through the website.

2.2. Agreements between the Lessor and the Lessee in deviation from, or in addition to, these General Terms and Conditions are only valid if expressly confirmed in writing by e-mail by management of the Lessor.

2.3. If one or more stipulations in these general terms and conditions are wholly or partially void or may be annulled at any time, the other stipulations in these general terms and conditions shall continue to apply in full. The void or nullified provisions will be replaced by the Lessor, taking into account as much as possible the purpose and meaning of the original provision(s).

2.4. If the Lessor does not always require strict compliance with these general terms and conditions, this does not mean that the provisions do not apply or that the Lessor would lose the right to require strict compliance with the provisions of these general terms and conditions in other cases.

2.5. The Lessor is entitled to change these general terms and conditions. The new version of the general terms and conditions will only apply to agreements already concluded if the Lessee has expressly agreed to them.

2.6 Insofar as it has not been deviated from in these general terms and conditions, the Lessor and the Lessee shall be subject to all obligations, which by law or custom normally fall on the Lessor or a Lessee respectively.

3. The product range

3.1. The offer made by the Lessor to the Lessee is without obligation.

3.2. The Lessor's offer on the website is valid while stocks last.

3.3. If an offer has a limited period of validity or is made subject to conditions, this shall be expressly stated in the offer.

3.4. Article information is always indicative. All illustrations are a true representation of the products, services and/or digital content on offer.

3.5. Offers do not automatically apply to future agreements.

3.6. Obvious mistakes or errors in the offer on the website shall not bind Lessor.

3.7. The range of products offered on the website is subject to change.

4. Formation of the agreement (lease agreement)

4.1. The agreement is concluded after the Lessee completes the ordering procedure via the website.

4.2. After the agreement has been concluded via the website, the Lessor will send the Lessee a confirmation email that the Lessor has received the order. This confirmation email includes the order number and other details of the Lessee's order. If the Lessee has not received a confirmation email from the Lessor immediately after placing the order, the Lessee should contact the Lessor's customer service, for the contact details of the Lessor's customer service see article 13.

4.3. The order can only be placed via the website after the Lessee has clicked that he agrees to these terms and conditions. Upon request, a written copy of the general terms and conditions will be sent to the Lessee.

5. The lease agreement

5.1. The Lessee will have access to the baby product(s) for the duration of the Lease Agreement.

5.2. The lease agreement gives the right to service (see further article 7). This means free repair of defects to baby products caused by wear and tear and normal use of the baby product(s).

6. Obligations of the Lessee (conditions and liability)

- 6.1. All data provided by the Lessee to the Lessor when the agreement is concluded must be correct and complete.
- 6.2. It is not allowed to use the website in a way that could hinder other users or otherwise affect the proper functioning of the website. Furthermore, it is not allowed to use locked parts of the website by circumventing security measures or by using other than one's own personal login data.
- 6.3. The Products are intended exclusively for the personal use of the Lessee. It is not permitted to pass on the Products to anyone else or have them used by anyone else.
- 6.4. The Lessee shall make normal use of the Products as befits a good Lessee and ensure that the Product is used in accordance with its purpose.
- 6.5. Use of the products by the Lessee is at the Lessee's own risk.
- 6.6. In case of doubt by the Lessee about the safety of the products, Lessor, Services Department should be contacted immediately.
- 6.7. If the Lessee puts the products into use, this shall be taken as proof that they are functioning properly and have no defects.
- 6.8. Lessee must be in possession of a SEPA bank account number.
- 6.9. The products remain the property of the Lessor or the supplier of the Lessor at all times. The Lessee is not permitted to establish or grant any (security) right to the products for the benefit of a third party.
- 6.10. The Lessee may not make any changes to the Products that cannot be removed without damaging the Products.
- 6.11. The Lessee is aware that the products may be owned by a supplier. Where the products are the property of a supplier, the Lessee is obliged to either surrender the products to the supplier at the first request of the supplier or pay the future lease agreement rate to the supplier in full discharge.
- 6.12. The Lessee is obliged to return the Product to the Lessor in its original condition.
- 6.13. If we receive product returned from you damaged, a separate invoice will follow.
- 6.14. The Lessor shall keep the lease object in good condition and carry out all necessary adjustments, repairs and replacement of parts, or have them carried out. To this end, technicians on behalf of the Lessor and on behalf of the supplier will have free access to the room in which the lease object is located.
- 6.15. In case of replacement, the rights and obligations of the parties also apply to the replacement lease object.
- 6.16. The Lessee is not permitted to have maintenance and repairs carried out by a third party.

7. Service

- 7.1. Lessor aims to service a product within 2 working days after Lessor is contacted by the Lessee via phone, email, or Whatsapp. Servicing is done by appointment with the Lessee.
- 7.2. Service only takes place in case of defect, loss or theft of the products and only within the Netherlands.
- 7.3. When the Lessee makes an unjustified service request, the Lessor is entitled to charge a call-out fee of €0.65 per kilometre. When the Lessee does not show up for a made service appointment, this is also considered an unjustified service request.
- 7.4. The Lessor undertakes to ensure that another lease object is made available to the Lessee in good time, if and for as long as the leased object in use cannot function for more than one week for whatever reason
- 7.5. Only if repair of the lease object has become necessary due to its injudicious use by or on behalf of the Lessee, the costs of repair and those of temporary replacement will be borne by the Lessee.

8. Prices

- 8.1. The prices listed on the website for the products are in euros per month and include the applicable VAT rate. All prices are per unit, unless otherwise indicated.
- 8.2. Lessor shall be entitled to adjust its prices from time to time.
- 8.3. All prices on the site are subject to printing and typesetting errors. No liability is accepted for the consequences of printing and typesetting errors.
- 8.4. During the validity period stated in the offer, the prices of the products and/or services offered shall not be increased, except for price changes due to changes in VAT rates.
- 8.5. The Lessee undertakes to procure from the Lessor at the prevailing price all resources required for the use of the leased object.

9. Delivery and delivery period

- 9.1. The order is collected by the Lessee from the Lessor. An instruction appointment will be scheduled for this purpose.
- 9.2. The stated delivery term is never to be considered a deadline. Exceeding a delivery term stated by the Lessor does not entitle the Lessee to damages and/or termination of the agreement.
- 9.3. Notwithstanding the provisions of 9.2, if the Lessor is unable to deliver the products within 60 days of the order, the Lessor shall notify the Lessee by e-mail. Only in that case will the Lessee have the right to cancel the agreement free of charge. This does not apply if the parties have expressly agreed on a longer delivery period. If the Lessee dissolves the agreement, the Lessor shall refund any amounts already paid within 14 days of the dissolution.

9.4. The risk of the products passes to the Lessee the moment the products are delivered to the Lessee.

10. Right of withdrawal

10.1. The right of withdrawal only applies to New products. If you order a Refurbished product you cannot use the right of withdrawal below.

10.2. The Lessee has the right to cancel the agreement for 14 days without giving reasons. This period starts after the Lessee collects the entire order from Lessor. The Lessee has another 3 days after cancellation to return the product, provided it is unused, undamaged and unaltered and in its original (undamaged) packaging.

10.3. If the Lessee wishes to exercise his right of withdrawal, the Lessee must notify Bugabooflex@refurbished-kinderwagens.nl via the e-mail address that he wishes to exercise his right of withdrawal. The Lessee must state in this e-mail: the order number, a description of the product to be returned, name, address and telephone number.

10.4. If the Lessee claims his right of withdrawal via e-mail, the Lessor will send a confirmation to the Lessee after receiving the e-mail.

10.5. If the returned products are damaged, incomplete or used, such damage will be deducted from the amount paid by the Lessee to the Lessor in accordance with Article 9.

10.6. If the Lessee dissolves the agreement in accordance with this article, the shipping costs associated with returning the product shall be borne by the Lessee.

10.7. The risk of the return shipment rests with the Lessee.

10.8. In the event of a rescission as described in this article, the Lessor will refund any order funds already paid (excluding shipping costs) within 14 days after the Lessee has invoked his right of rescission.

10.9. If the service has been performed entirely within the cooling-off period, the right of withdrawal expires.

11. Return address

11.1. Products must be returned via Returnista to the following address: Lessor at Pieter Zeemanweg 121 , 3316 GZ Dordrecht.

12. Customer service

12.1. For questions about the order or filing a complaint, the Lessee may contact the Lessor's customer service. The Lessor's customer service can be reached in the following manner: on +31 6 44384452 or via the e-mail address: bugabooflex@refurbished-kinderwagens.nl 08.00h to 20.00h.

12.2. If possible, questions will be answered immediately. If this is not possible, the Lessee will be informed within which time period the Lessee can expect an answer.

- 12.3. Of a question and/or complaint submitted by e-mail and which cannot be answered immediately, a confirmation of receipt will be sent to the Lessee which will include the period within which the Lessee can expect an answer and/or the complaint will be dealt with.
- 12.4. Complaints will be dealt with by Lessor in any case within 5 working days.
- 12.5. The Lessee must give the Lessor the opportunity to investigate the complaint.
- 12.6. We encourage you to first raise complaints with us by emailing Bugabooflex@refurbished-kinderwagens.nl. From 15 February 2016, it is also possible for consumers in the EU to file complaints via the European Commission's ODR platform. This ODR platform can be found at <http://ec.europa.eu/odr>. If your complaint is not pending elsewhere, you are free to file your complaint through the European Union platform.

13. Reporting defects and damage to package

- 13.1. The Lessee is obliged to check the delivered products immediately upon receipt. If it appears that the delivered product is wrong, faulty or incomplete, the Lessee must (before proceeding to return it to the Lessor) immediately report these defects to the Lessor via the e-mail address Bugabooflex@refurbished-kinderwagens.nl
- 13.2. If the product does not comply with the agreement, the Lessor will, free of charge, supply a new product or credit the price of the defective product, with the Lessee returning the product.
- 13.3. If the package containing the order is presented to the Lessee by the postal delivery person and the package is damaged, the Lessee should not accept the package and should not take delivery of the package. The Lessee is not entitled to compensation or damages if there is transport damage and the Lessee did accept and take delivery of the package.

14. Liability Lessor

- 14.1. The Lessor cannot be held liable for any damages which are a direct or indirect result of:
- 14.1.1. An event that is in fact beyond its control and thus cannot be attributed to its acts and/or omissions, or;
- 14.1.2. Any act or omission of the Lessee.
- 14.2. Lessor shall not be liable for any damages caused by temporary unavailability of the ordering facility, inaccessibility or removal of its website due to maintenance or otherwise.
- 14.3. The colours seen on the Lessee's screen may differ from the actual colours of the product. The Lessor shall not be liable for such colour deviations.
- 14.4. The Lessor is not liable for damages, of any nature whatsoever, because the Lessor relied on incorrect and/or incomplete data provided by the Lessee, such as the Lessee incorrectly providing a delivery address.

- 14.5. The Lessor shall not be liable for mutilation or loss of data due to transmission of the data using telecommunication facilities.
- 14.6. The Lessor is not liable for damage caused by the products to persons and to property of third parties and of the Lessee, except in the event of-and to the extent that such damage is (partly) caused by negligence of the Lessor.
- 14.6. If the Lessor should be liable for any damages, the liability of the Lessor shall be limited to the invoice amount, or at least to that part of the agreement to which the liability relates.
- 14.7. The limitations of liability included in these general terms and conditions do not apply if the damage is due to intent or deliberate recklessness of the Lessor or her subordinates.

15. Force majeure

- 15.1. The Lessor is not obliged to fulfil any obligation if she is prevented from doing so as a result of force majeure. Events which are in fact beyond the control of the Lessor, or which cannot be attributed to her actions and/or omissions, are in any case considered to be: non-, incomplete and/or delayed delivery by the Lessor's suppliers; war and danger of war; import and export bans; measures by Dutch and/or international and/or foreign government bodies which make the performance of the agreement more difficult and/or costly than was foreseeable when the agreement was concluded; strikes and/or sit-downs; epidemics; traffic disruptions; weather conditions; transport difficulties; fire; theft; disruptions in the supply of energy; internet disruption; disruption in email traffic.
- 15.2. If the Lessor knows or suspects that it will not be able to deliver the order (in part) on time due to force majeure, the Lessor shall inform the Lessee as soon as possible by e-mail. In such a case, Article 8.3 shall also apply.

16. Property

- 16.1. The Lessor, or at least its supplier, remains the owner of the products. However, the Lessor is entitled to transfer the ownership of the products to a third party during the term of this agreement, provided that it stipulates in favour of that third party and in favour of the Lessee, that all rights and obligations under this agreement, which belonged to or are the responsibility of the Lessee, can be exercised by the Lessee in favour of and in charge of that third party.
- 16.2. The Lessor shall insure the Products and keep them insured against damage due to loss, theft and damage, including as a result of fire.
- 16.3. The Lessee is not permitted to change and/or additions to the Lessor's products in any way. The Lessee is not permitted to connect the products to the ground and/or the building at the (address) in (place) or to connect them to another movable or immovable property in such a way that the products become a component of that other property.
- 16.4 Selling Lessor's products by the Lessee is not permitted. Nor is the Lessee permitted, without the express written consent of the Lessor, to transfer the use of the products to a third party. 16.5. The Lessee is obliged to declare the ownership of the Lessor's products to third parties, such as distraining creditors, as soon as there is a risk that a third party will regard the products as the

property of the Lessee. Costs incurred to secure the rights of the Lessor against third parties are the responsibility of the Lessee.

17. Lease term and termination

- 17.1. The lease agreement of new product(s) is entered into for the term agreed in the Lease Contract, with a minimum term of six months, unless expressly agreed otherwise. During this term, the agreement can only be terminated in writing by the last day of the aforementioned period, subject to a notice period of one month.
- 17.2. The lease agreement of refurbished baby product(s) is entered into for the term agreed in the Lease Contract, with a minimum term of six months, unless expressly agreed otherwise. During this term, the agreement can only be terminated in writing by the last day of the aforementioned period with due observance of a notice period of one month.
- 17.3. The agreement commences on the start date selected by you. This date is stated in the confirmation e-mail.
- 17.4. The Lessee and the Lessor may terminate an agreement entered into or converted into an agreement for an indefinite period of time at any time. Termination should at least take place with due observance of a notice period a term of one month, and only by the end of a calendar month,
- 17.5. The Lessee is entitled to the use of the products after termination until the end date and has the obligation to pay the costs of the lease agreement. Even if the Lessee returns the products to the Lessor before the end date.
- 17.6. No later than five days after the end date of the agreement, the Lessee must offer the products back to Returnista. If this is not done or not done in time, the end date will be extended by one month.
- 17.7. The Lessor assumes that the Lessee makes it known in good time if he wishes to use the products beyond the contract entered into. If the Lessee, without informing the Lessor about this, does not return the product to the Lessor by the last day of the contract, the contract will be tacitly renewed. The Lessor reserves the right to charge a maximum of the difference between the lease agreement price and the purchase price.
- 17.8. If the products are not transferred to the Lessor within seven days after the end date and the lease has not been reactivated, the Lessor shall report the theft by the Lessee. In that case, the Lessee shall also be liable to compensate the damages suffered by the Lessor, which shall be determined per type of lease agreement and can be found below in Table 1, without prejudice to the right of the Lessor to demand full compensation for the damages suffered by it, insofar as these exceed the amount of the determined damages depending on the type of lease agreement.
- 17.9. After the end date, the Lessor is also authorised to remove the products from the Lessee (or have them removed) at any time.
- 17.10. The dismantling, packing and transport of the products shall be at the expense and risk of the Lessee.
- 17.11. However, the Lessee is obliged to cooperate or provide personnel in order to assist the technicians of or on behalf of the Lessor or the supplier when requested.

19. Theft, destruction or loss of the products

- 19.1. In the event of loss or theft of the products, the Lessee is obliged to report this to the Lessor within 24 hours and report it together with an employee of the Lessor. The Lessee shall in that case owe an excess which differs per type of lease agreement. The applicable excess per type of lease agreement. The Lessee will receive a replacement product from the Lessor after the declaration has been completed and the excess has been paid. The excess can be found directly below:
- 19.2. New: 75% of new price
- 19.3. Refurbished: 60% of the new price
- 19.4. To prevent incidents such as loss, theft and damage, products should always be kept indoors.
- 19.5. When a missing or stolen product is recovered within the term of the lease agreement, the Lessee will be credited with a maximum of the paid excess. The Lessor will determine the amount of this amount based on the condition of the products and any other costs.
- 19.6. If it appears that the Lessee has provided false information to the detriment of the Lessor, the Lessor is entitled to charge a dishonesty surcharge of €100. This amount will be in addition to the excess.
- 19.7. When (sub)parts of the products are missing or stolen, the Lessor is entitled to charge this to the Lessee up to the amount of the excess.
- 19.8. If the products are destroyed, lost or damaged in such a way that repair is not responsible, and replacement is not possible within 30 days of the time when this event is brought to the attention of The Lessor, the agreement ends by operation of law. 19.9. If theft, destruction or loss of the products is due to intent or gross negligence of the Lessee (not excluding non-compliance with the provisions of the Lease Contract, these general terms and conditions and/or the instructions for use of the products), the Lessee shall be liable to pay full compensation to the Lessor. Such damages shall in any case exist over the remaining lease price up to the end date of the Lease Agreement, or the then current new price of the products.

20. Damage

- 20.1. Damage to the products caused by vandalism shall be reported by the Lessee to the Lessor within 24 hours .
- 20.2. If there is damage and wear and tear to the products other than can be expected through normal use, such at the discretion of the Lessor, the Lessor reserves the right to recover the costs thereof from the Lessee.
- 20.3. In the event of damage caused by the (joint) fault of a third party, the Lessee is obliged to provide the contact details of this third party and a situation sketch signed for agreement by both parties to the Lessor via Bugabooflex@refurbished-kinderwagens.nl

21. Payments

- 21.1. When entering into a lease agreement, the Lessee is obliged to also have a direct debit authorisation for the monthly lease agreement fees and other costs due debited from the account number provided.
- 21.2 In the event of extra costs charged, such as the excess, the Lessor is entitled to require payment thereof first before delivering a new product to the Lessee. When the Lessee indicates that he/she is able to pay the outstanding amount and this turns out not to be the case, this is a case of unjustified service and costs may be charged for this.
- 21.3 When lease agreement or other charges cannot be debited or are wrongly reversed, the Lessee is legally in default. The Lessee will then receive a reminder to still pay the amount due within seven days. If the amount due is not paid within the seven-day period, the Lessor may engage a collection agency. All additional administration costs, commercial interest and extrajudicial collection costs shall be borne by the Lessee.

22. Failure to fulfil obligations

- 22.1. The Lessor is entitled to terminate or cancel all or part of the lease agreement with immediate effect by written notice to the Lessee if:
- 22.1.1. Lessee is in default of its obligations under the lease agreement;
 - 22.1.2. Lessee applies for (provisional) suspension of payment or is granted (provisional) suspension of payment;
 - 22.1.3. The Lessee's bankruptcy is filed, or he is declared bankrupt;
 - 22.1.4. Lessee is placed under guardianship or admitted to the debt restructuring scheme for natural persons;
 - 22.1.5. At the Lessee's expense, the pram or other property of the Lessee is seized and this adversely affects the performance of its obligations under the lease agreement;
 - 22.1.6. In the opinion of the Lessor, the Lessee misuses the service provided by the Lessor;
 - 22.1.7. Lessee intentionally provides false information to Lessor;
 - 22.1.8. Lessee should otherwise be deemed no longer able to fulfil the obligations under the lease agreement.

23. Data management

- 23.1. If the Lessee places an order with the Lessor, the Lessee's details will be included in the Lessor's Lessee file and will comply with the General Data Protection Regulation (GDPR) and will not provide the Lessee's details to third parties.

23.2 The Lessor is entitled to share personal data of the Lessee with its suppliers to the extent necessary for the proper performance of the contractual obligations between the Lessor and its suppliers.

24. Security and internet

24.1. Lessor shall take appropriate security measures to protect the website from the risks of unauthorised access to or modification, destruction or loss of the data entered by the Lessee through the website.

24.2 Lessor takes the protection of Lessee data seriously and takes appropriate measures to prevent abuse, loss, unauthorised access, unwanted disclosure and unauthorised modification. If the Lessee feels that the personal data is not properly secured or there are indications of misuse, please contact our customer service team at telephone number +31 6 44384452 or via email: Bugabooflex@refurbished-kinderwagens.nl .

25. Obligations of the Lessor

25.1 The Lessor shall deliver the Product in accordance with the Agreement, clean, well maintained and, as far as is or should be known, in technically good condition.

25.2 The Lessor shall provide repair assistance and possibly a replacement product if the damage is severe.

25.3. The Lessor shall inspect the Product on return for any damage.

25.4 The Lessor guarantees the proper functioning of the lease object as long as it is made available.

25.5 The Lessor also guarantees that the leased object made available meets the specifications provided by the Lessor in consultation with the supplier.

26. Applicable law

26.1. These general terms and conditions and the agreement shall be governed by Dutch law.

26.2 All disputes arising from or related to the lease agreement shall be submitted exclusively to the competent court of the District Court of Rotterdam.

Read and agreed to by means of the Lessee's agreement to the Lease Contract.