

General terms and conditions of the private company Mr4Tune B.V. registered and with our registered office at (6546BB) Nijmegen, Kerkenbos 1015K.

### **Article 1: Definitions**

The following definitions are covered in these terms and conditions:

Mr4Tune: the private company Mr4Tune B.V, established at Kerkenbos 1015K in (6546 BB) Nijmegen. Registered in the trade register of the Chamber of Commerce under number [kvk];

Buyer: any natural person who operates for a profession or business, or legal person (who is registered in the trade register of the Chamber of Commerce and also has a client number with Mr4Tune), who enters into an agreement with Mr4Tune or to whom Mr4Tune has made an offer;  
Products: the goods offered, to be delivered or already delivered by Mr4Tune to the buyer.

### **Article 2: Applicability**

2.1. These terms and conditions apply to every offer, quotation or agreement that Mr4Tune makes/sends to the buyer and closes with the buyer, unless the agreement between Mr4Tune and the buyer explicitly deviates from the applicability of these general terms and conditions in writing.

2.2. The applicability of the terms and conditions of the buyer is excluded by Mr4Tune / rejected by Mr4Tune. The buyer cannot rely on this.

2.3. Insofar as one or more articles or parts of articles of these general terms and conditions would prove to be invalid or voidable, the other articles and parts of articles remain fully applicable.

2.4. Mr4Tune reserves the right to unilaterally change these terms and conditions.

### **Article 3: Offer**

3.1. All offers and quotations from Mr4Tune are without obligation.

3.2. Definite mistakes or errors in the offers and quotes from Mr4Tune do not bind Mr4Tune.

3.3. Every offer is canceled if the products to which the offer relates are no longer available in the interim (the period after the offer is made and has not yet been accepted by the buyer).

3.4. A published quotation will expire on the date stated on the quotation. If the acceptance deviates from the quotation, then Mr4Tune is not bound by it, unless explicitly indicated otherwise by Mr4Tune.

3.5. Each offer (as well as the requests to make an offer) contains such information that it is clear to the buyer what rights and obligations are attached to accepting the offer. Mr4Tune does not archive the agreements for the buyer and these cannot be consulted (except for what the buyer can consult on his account)

### **Article 4: Realization agreement**

4.1. The agreement is concluded at the time of acceptance of the (electronic) offer of Mr4Tune by the buyer (and compliance with the conditions set when accepting the offer).

4.2. If the acceptance specified in paragraph 1 is made electronically by the buyer, the agreement is established by the electronic confirmation of receipt from Mr4Tune (the order confirmation).

4.3. Every agreement is entered into under the condition precedent of sufficient availability of the products concerned.

### **Article 5: Prices**

5.1. The prices stated by Mr4Tune on their website include VAT, the prices stated in the offer are exclusive of VAT and other possible taxes.

5.2. During the period of validity stated in Mr4Tune's offer, prices will not be increased, unless this concerns circumstances over which Mr4Tune has no influence (changes in producer prices, etc.).

5.3. Mr4Tune reserves the right to charge price increases to the buyer, after the date on which the agreement was concluded, but before the day of delivery. If this situation occurs, Mr4Tune offers

the buyer the opportunity to cancel the agreement (without any form of (damage) compensation).

### **Article 6: Delivery**

6.1. Mr4Tune will deliver the products that have been ordered to the address that the buyer has announced to Mr4Tune. Mr4Tune reserves the right to partially execute the agreement. In that situation, Mr4Tune is entitled to invoice the already delivered goods to the buyer.

6.2. Mr4Tune is authorized to suspend delivery if the buyer has not yet fulfilled all his obligations towards Mr4Tune.

6.3. The delivery periods stated by Mr4Tune can never be considered as strict deadlines. Mr4Tune has the option to partially execute orders. If the delivery is delayed and is not carried out within the specified delivery period, the buyer will be notified as soon as possible and Mr4Tune will offer the buyer the option to terminate the agreement (without additional compensation), in the event of a delay of more than 3 months after the expired delivery time. The dissolution as mentioned above does not apply if this is explicitly included in the agreement.

6.4. Shipment will be made with the package service. The risk of the goods transfers to the buyer from the delivery to the buyer. The buyer can indicate to Mr4Tune that certain goods have not been delivered up to 24 hours after the delivery date, after the expiry of this period, this right of the buyer expires.

6.5. The buyer is obliged to collect the purchased products within the agreed period. In the absence thereof, Mr4Tune is entitled to demand payment of the non-collected part without prior formal notice.

6.6. Return shipments to Mr4Tune must always be free of charge and contain a reason in writing. If this is not met, Mr4Tune is entitled to refuse the return shipment. Hardware and products that were purchased at the request of the buyer and are not in stock, cannot be returned.

### **Article 7: Payment**

7.1. Unless agreed otherwise, the amount due must be paid within 14 days after the invoice date to the account number specified by Mr4Tune.

7.2. Mr4Tune is entitled to demand payment in advance, at all times. If this occurs, Mr4Tune is not obliged to deliver until the moment the payment is received by Mr4Tune.

7.3. In the absence of payment within the payment period, the buyer owes Mr4Tune, without further formal notice, the interest of 1% on the outstanding amount per month, with part of the month counting as a whole month. Furthermore, the buyer is obliged to pay Mr4Tune the extrajudicial collection costs. These costs are set at 15% of the principal sum, unabated the right to charge reasonable costs within the meaning of section 6:96 subsection 2 of the Dutch Civil Code. Mr4Tune is also entitled to hand over the file to its collection representative, in which case the costs incurred by Mr4Tune's collection representative will be borne by the buyer.

7.4. Payments from the buyer are first of all deducted from the costs incurred, then from the interest owed and finally from the principal sum.

7.5. The buyer is never entitled to set off what he owes Mr4Tune. The buyer is also never authorized to adjournment.

### **Article 8: Restriction of Ownership**

8.1. All goods delivered by Mr4Tune to the buyer remain property of Mr4Tune until the buyer has fulfilled all obligations under the agreement(s) concluded with Mr4Tune (including the purchase price, interest, costs, damages).

8.2. If the situation occurs that the buyer will be seized on goods, or rights of the goods, which belong to Mr4Tune, then the buyer must notify Mr4Tune immediately, and give her the access and the opportunity to collect her property. The buyer must also immediately inform the person placing the attachment on Mr4Tune's property.

8.3. Mr4Tune is entitled at all times to take possession of the goods which are in the hands of the buyer but the property of Mr4Tune, as soon as Mr4Tune can reasonably assume that there is a real

chance that the buyer will not or not timely fulfill his obligations.

8.4. In the situations that Mr4Tune wants to collect its properties, as described in this article, the buyer gives in advance unconditional and irrevocable permission to Mr4Tune to enter the places to be able to take back her properties.

### **Article 9: Factory Warranty**

9.1. The buyer can claim the factory guarantee offered by the producer of the goods. Mr4Tune's guarantee obligation does not extend beyond the guarantee that the producer of the goods offers.

9.2. If a product shows a (technical) defect within the warranty period, the product will be repaired, replaced or credited free of charge (at the discretion of Mr4Tune). To return a defective item, the RMA (Return Material Authorization) procedure must be followed, which is described on the website.

9.3. The warranty does not cover defects in the items that have arisen as a result of normal wear and tear or as a result of circumstances beyond the control of Mr4Tune, including weather conditions or damage caused during transport by the buyer. Also, any form of guarantee will lapse if the goods have been used incorrectly or negligently.

9.4. As far as repairs or changes have been made to the delivered goods by the buyer or have had them carried out without prior written permission from Mr4Tune, Mr4Tune is not obliged to fulfill any guarantee obligation towards the buyer. Mr4Tune also does not have this obligation if the buyer fails to fulfill his payment obligation towards Mr4Tune.

### **Article 10: Liability, Reimbursement and Superior Force**

10.1. Mr4Tune is never liable for damage suffered by the buyer or a third party in connection with goods delivered by him unless the damage is the direct and exclusive result of gross negligence or intention on the part of Mr4Tune or people belonging to its management.

10.2. In addition to what is stated under Article 10.1, the liability of Mr4Tune is expressly limited to compliance with what Mr4Tune has taken on under the guarantee provisions in Article 9.

10.3. The compensation for the damage is never more than the amount for which Mr4Tune is insured and is paid to Mr4Tune. If the insurer does not compensate for the damage, Mr4Tune is never obliged to compensate for the damage higher than the amount for which the goods were delivered or the current value of the goods (at the discretion of Mr4Tune).

10.4. Non-compensation is eligible for indirect damage suffered by the buyer or third parties, including consequential damage, lost turnover and profit, loss of data, immaterial damage, related to or arising from the agreement or use of the goods.

10.5. Mr4Tune is never liable for damage that has arisen or is the result of other uses of the goods than for which they are intended.

10.6. All restrictions mentioned in this article also apply to our employees or third parties recruited by us.

10.7. Mr4Tune is not obliged to fulfill any obligation towards the buyer if it is prevented from doing so due to superior forces.

10.8. Mr4Tune can suspend its obligations under the agreement during the period of superior forces. If this period lasts longer than 3 months, the buyer is entitled to dissolve the agreement without any form of (damage) compensation. If a part of the agreement has already been performed before the superior forces, Mr4Tune is entitled to invoice that part.

10.9. Superior force is understood to mean all external causes over which Mr4Tune cannot exert influence, as a result of which it is unable to meet its obligations. This is understood to include: barriers at suppliers to deliver goods purchased by Mr4Tune for whatever reason (including the availability of products), barriers caused by a network failure, or other malfunctions, barriers caused by other provisions, laws or decisions by governmental authorities or other organizations.

### **Article 11: Disclaimer**

The buyer indemnifies Mr4Tune against any claims from third parties who suffer damage in

connection with the execution of the agreement, and whose cause is accountable to others than Mr4Tune. If this situation occurs the buyer is obliged to assist Mr4Tune (both in court and outside) and to take the necessary measures that may be expected.

### **Article 12: Customer complaints**

12.1. The buyer is obliged to examine the delivered goods as soon as possible (in any case within 5 days after the delivery date) and, if the goods do not comply with the agreement, to report this (completely and clearly) to Mr4Tune within 5 days after the delivery date. Also, defects that the buyer should reasonably have discovered must be submitted to Mr4Tune in full and clearly described in writing within 5 days after the delivery date.

12.2. All other defects that were not noticeable and that the buyer should not have discovered must be submitted in writing (completely and clearly) to Mr4Tune within 8 days after the discovery of the defect. The buyer can make use of this right up to 1 year after delivery at the latest, subsequent complaints will no longer be processed by Mr4Tune.

12.3. Any right of claim of the buyer towards Mr4Tune concerning defects in the goods delivered by Mr4Tune elapses if one of the following situations occurs.: - the buyer does not make the complaint known to Mr4Tune within the specified period as described in this article; - the buyer does not provide cooperation, or does not cooperate sufficiently with regard to an investigation into the justness of the complaints; - the buyer has used and/or maintained the goods contrary to the regulations, or at least not in a normal manner; -the aforementioned guarantee period has expired or the complaint is made for the first time, after a period of 1 year after delivery has expired.

12.4. If the buyer complains in time, this does not suspend his payment obligation. In that case, the buyer also remains obliged to purchase and pay for any other goods ordered.

### **Article 13: Duration of resellers agreement**

13.1. The resellers enter into this agreement for at least 1 year and will be tacitly renewed annually.

13.2. During this agreement, the reseller is forbidden to purchase an equivalent item from a third party. If this provision is violated, the reseller will owe Mr4Tune a fine of € 250.00 per day that the violation continues.

13.3. Items that the resellers have ordered from Mr4Tune but cannot sell within 6-12 months, will be exchanged for other items by Mr4Tune, in consultation.

13.4. The reseller can cancel this agreement after 1 year with a term of notice of 6 months before the tacit renewal of the contract starts.

13.5. In case MR4Tune has made personalized packaging for the reseller and the reseller has not placed a new order for 18 months, MR4Tune is entitled to pass on this personalized packaging that is still in stock to the reseller. This chargeback amounts to a maximum of € 150.00 excluding VAT.

### **Article 14: Fine and damage**

Without prejudice to Mr4Tune's right to claim compensation for the damage suffered, the buyer owes Mr4Tune a fine of € 250.00 per day, for each day that the buyer fails to fulfill his obligations under the agreement concluded between the parties and from under these terms and conditions. This fine can be claimed immediately, without judicial intervention, a notice of default or notice. This fine provision does not replace the compensation due.

### **Article 15: Confidentiality**

If during the execution of the agreement, confidential information from Mr4Tune becomes known to the buyer, the buyer will only use this information for the execution of the agreement (and not provide it to third parties). If this provision is violated, the buyer owes Mr4Tun a fine of € 250.00 per day that the violation continues. This fine provision does not replace the compensation due.

**Article 16: Privacy**

The buyer has taken note of the privacy statement when creating his account and has indicated that he agrees with the statement (and the processing of his (personal) data). The buyer is expected to be aware that his data is being processed. The buyer is entitled to view or correct the data that Mr4Tune has collected about him, or to request that this data be removed/protected. Mr4Tune will respond to buyer requests within 4 weeks. In the event of a decision to block or delete data, Mr4Tune will inform the buyer to what extent the use that the buyer makes of Mr4Tune products is thereby restricted or hindered. Hereby, the buyer also permits that Mr4Tune may approach the buyer, both by telephone and by email.

**Article 17: Applicable law and disputes**

17.1. On the offers of Mr4Tune and concluded agreements with Mr4Tune (except for the applicability of the Vienna Sales Convention) only Dutch law applies.