

September 2020

Repair Service conditions QMOSS B.V., Bredasebaan 14, 4744 RZ Bosschehoofd, The Netherlands
In addition to the Dutch IT 2020 General Terms and Conditions, which can be viewed on www.qmoss.eu/downloads

1. Definitions

In these general repair terms and conditions the following definitions apply:

- 1.1. Repairing party: QMOSS B.V., Bredasebaan 14, 4744 RZ Bosschenhoofd, the Netherlands
- 1.2. Customer: Any natural or legal person who submits a repair request to QMOSS B.V..
- 1.3. Assignment: All requests made in writing or electronically by Customer and accepted by QMOSS B.V..
- 1.4. Device: Smartphone, Tablet, Vehicle Mount Computer, Scanner, printer, POS system, Kiosk, etc.
- 1.5 Accessories: Batteries, chargers, memory cards and other accessories on the device.
- 1.6. External Technical Service: Repair and / or service company outside the sphere of influence of QMOSS B.V.

2. Applicability

- 2.1. These terms and conditions apply to all agreements with QMOSS B.V. concerning repair of a device.
- 2.2. The applicability of other conditions, in particular the customer's purchase conditions, is hereby expressly excluded.
- 2.3. If and insofar as any provision of the general terms and conditions is declared null and void or destroyed, the other provisions of the general terms and conditions will remain in full force. QMOSS B.V. will then adopt a new provision to replace the invalid / voided provision, whereby the scope of the invalid / voided provision will be taken into account as much as possible.

3. Register repairs

- 3.1. The registration of repairs can take place via the appropriate websites. All required information can be found at <https://repairs.qmoss.eu>
- 3.2. If the customer does not supply the requested data correctly or in full, QMOSS B.V. has the right not to handle the registration or to charge extra costs.

4. Carry forward

- 4.1. The Client is responsible for the transport to the repair center, unless otherwise agreed. The products in transportation need to be 4.1. Customer is responsible for transport to the repair center, unless agreed otherwise. The products must be protected and securely packaged and labeled in accordance with repairer's requirements. All required information can be found at <https://repairs.qmoss.eu>
- 4.2. QMOSS B.V. is responsible for the return shipment of the product, unless otherwise agreed.

5. Research and repair

- 5.1. The repair is based on the complaint(s) as described by the Client. If there are no complaint(s) described then any defects that have been discovered by the Repairing Party will be repaired/restored.
- 5.2. If it appears that the malfunction determined by QMOSS B.V. does not fall under the warranty conditions as stipulated in Article 7 (Warranty), QMOSS B.V. will first provide the Customer with a price quote, unless agreed otherwise.
- 5.3. After the Client has approved the quotation, the Repairing Party will proceed to repair.
- 5.4. If the Client does not approve the quotation within 21 days, the Repair Party will handle this as a disapproval of the quotation.
- 5.5. If the Customer does not agree with the price quotation, QMOSS B.V. is entitled to return the product to the Customer against investigation and shipping costs. If the customer indicates to give up the product, only the research costs will be charged.
- 5.6. If the Repairing Party notice the product is irreparably damaged and is not within warranty scheme, the Repairing Party is entitled to return the product to the Client with eventually: Analyse + Transport costs.
- 5.7. The Client can waive his right to the product free of charge. The Repairing Party will then without further charges to ensure environmentally-friendly processing of the product.

6. Quality

- 6.1. New parts, alternative parts, or when it is usual related to a device (exchange parts) are used for the repairs.
- 6.2. A repair will be carried out in such a way that the device will meet the expectations of the Client.
- 6.3. After the repair, the customer receives a document with a brief description of the work performed.

7. Warranty

- 7.1. For the determination of the warranty conditions of the product, reference is made to the warranty conditions of the manufacturer, the law or the additional warranty conditions of the seller
- 7.2. After the repair is completed, the Repairing Party will give a three-month warranty on the repair as far as the new complaint can be attributed to Repairing Party. This warranty period commences at the moment of delivery of the product to the Client. No warranty is given for cleaning or maintenance, as well as repairs to products with lightning-, water- or moisture damage.
- 7.3. If, within ninety (90) days after delivery of the repaired product, the complaints that were initially mentioned and / or described by the customer return, QMOSS B.V. will provide a price quote for a new repair.
 - a. For the same cause of the complaint, only those parts that were not replaced during the previous repair will be charged.
 - b. If it appears that the cause of the complaint is different from that of the previous repair, the cost of the new repair will be charged to the customer.
 - c. After renewed repair, the warranty starts again.
 - d. This repeat guarantee expires when the Customer or a third party has carried out a repair on the product after the first repair carried out by QMOSS B.V...

8. Force Majeure

8.1. QMOSS B.V. is not obliged to fulfill any obligations towards the Customer if he is prevented from doing so as a result of a circumstance that is not due to his fault, or is not for his account by law, legal act or generally accepted views.

8.2. QMOSS B.V. can suspend the obligations under the agreement during the period that the force majeure continues. If the force majeure continues for longer than a period of sixty (60) days, both the Client and QMOSS B.V. are entitled to terminate the agreement, without any obligation to compensate the damage suffered by the other party.

8.3. QMOSS B.V. is not responsible for damage to the equipment resulting from force majeure situations, including situations such as fire, flood, storm, earthquake, burglary, leakage and the like.

9. Liability

9.1. QMOSS B.V. is liable for damage to the product caused by a QMOSS engineer. QMOSS B.V. is also liable for damage resulting from the loss of the product during the repair process or during transport to the customer, unless agreed otherwise. QMOSS B.V. is in no way liable for consequential damage.

9.2. The maximum liability of QMOSS B.V. is limited to the current value of the product in question, with a maximum of € 400.00. QMOSS B.V. is entitled to send the customer a replacement product instead of paying a fee.

10. Applicable law

Only Dutch law applies to the repair agreement.

11. Data

11.1. The Repairing Party reserve the right to return the device to its original factory settings. For devices, this can mean that data is lost.

11.2. The Repair Party is not responsible for the loss or exchange of data.

11.2. QMOSS B.V. is in no way liable for the loss or exchange of data data.

11.3. Before submitting the device for repair, the customer must remove sensitive data from the device and memory card.

12. External Technical Service

12.1. Devices which are still in warranty from brands for which QMOSS B.V. does not have a repair authorization can be offered for repair at an authorized External Technical Service. QMOSS B.V. reserves the right to charge additional administrative and logistical costs.

12.2. The general terms and conditions of the External Technical Service are, in addition to these terms and conditions, fully applicable.

13. Guarantee on devices with WWAN modem

13.1. Devices that are offered without an IMEI sticker or with a different IMEI sticker compared to the IMEI number programmed in the device are not handled by QMOSS B.V. under warranty.

13.2. In the event that equipment has been worked on by third parties, unauthorized by QMOSS B.V., the manufacturer's warranty expires.

13.3. In the above cases, the device will be returned to the Customer. QMOSS B.V. is entitled to charge the Customer for the treatment, investigation and transport costs incurred.

14. Accessories and SIM / SAM cards

14.1. Accessories should only be sent if this is relevant in view of the specified complaint. For each registration it must be clearly indicated which accessories are included. If the accessories are not registered, QMOSS B.V. cannot be held liable for the loss of these accessories.

14.2. Like other accessories, memory cards should only be sent with the device if this is relevant in view of the stated complaint. QMOSS B.V. is not liable for loss of data on the memory card.

14.3. Sending SIM cards and sam cards is not desirable and is entirely at your own risk. QMOSS B.V. is not liable for the loss, misuse and / or damage of sent SIM cards and sam cards.

15. Simlock

15.1. the devices that are equipped with a simlock will not be unlocked by the Repairing Party. Unlocking can take place after an agreement of the relevant operator to the owner of the device. The operator releases an unlock code in such a case. The customer must take care of this by themselves.

15.2. Simlock devices which have been illegally unlocked or cannot be repaired shall be returned unhandled by the Repairing Party. QMOSS B.V. is entitled to charge the Customer for handling, research and transport costs.

16. Stolen or lost devices

If, when the order is being processed, it appears that the serial number of the product appears in a database of stolen or missing products, QMOSS B.V. reserves the right not to handle the device. QMOSS B.V. is entitled to charge the Customer for handling, research and transport costs.