

General Repair Terms and Conditions UWCameraStore.com

1. Definitions

1.1 In these repair terms and conditions (hereinafter: "Terms"), Onderwaterhuis.NL / UWCameraStore.com is referred to as "OWH" and its contractual party as the "Customer."

1.2 In these Terms, the following definitions apply:

Customer: any natural or legal person who is or will be in a contractual relationship with OWH;

Equipment: (consumer) electronics and/or accessories of brands for which OWH performs Repairs;

Inspection: examination of the Equipment and determination of the nature/cause of the defect;

Agreement: any agreement between OWH and the Customer concerning Inspection or Repair, any amendment or addition thereto, including any attachments;

Quote: a proposal in which OWH, based on the complaint(s) communicated by the Customer, indicates a repair price and, if possible, a repair period;

Repair: resolving the defect in the Equipment and/or maintaining the Equipment and/or testing the Equipment, and any additional work necessary to fix the defect;

Repair Order: the order to OWH to fix the defect in the Equipment, and/or maintain the Equipment, and/or test the Equipment, and any additional work necessary to fix the defect;

Repair Order Form: the form that the Customer must fill out if they register the Repair request online (via the OWH website);

Repair Period: the time until OWH has repaired the Equipment.

2. Applicability

2.1 These Terms apply to all offers, deliveries, shipments, and all work performed by OWH concerning Repairs.

2.2 Deviations from these Terms can only be made in writing. In case of deviation from one or more provisions of these Terms, the other provisions remain fully effective. Any applicability of the Customer's general terms and conditions is expressly rejected by OWH.

2.3 The rights and claims under these Terms also apply to intermediaries and other third parties engaged by OWH.

3. Formation of Agreement

3.1 Agreements are formed once OWH has received and accepted the Equipment offered for Repair.

3.2 If OWH provides a Quote to the Customer before the Repair, the Repair Order is formed after the (written) acceptance of this Quote by the Customer.

3.3 Any additional agreements and/or promises are only binding on OWH if made by persons authorized to represent OWH or if later approved by such an authorized person.

4. Repair

4.1 OWH offers Repairs for all Equipment as long as it finds them feasible and/or worthwhile. If necessary, OWH will send the Equipment to the relevant manufacturer for specialized repair.

4.2 OWH will perform Repairs based on the complaints communicated (in writing) by the Customer and (if applicable) based on what the Quote is based on. If OWH encounters other defects during the Repair not mentioned in the Quote and additional repair work (or parts) is necessary to solve the Customer's complaint, OWH is entitled to perform this additional work (including parts) without explicit order from the Customer.

4.3 The price stated in the Quote is always an indication. If OWH encounters defects during the Repair not communicated by the Customer and/or not fully included in the Quote (see article 4.2), OWH is allowed to charge reasonably for this additional work (including additional parts) to solve the defects.

4.4 OWH will not carry out Repairs if, in its opinion, the Repair is not feasible and/or worthwhile. This also applies if the Repair was mentioned in the Quote, but during the Repair, OWH determines it is not feasible and/or worthwhile. In such cases, no Repair Order is formed.

4.5 OWH deems a Repair not feasible and/or worthwhile in any of the following cases:

- a) the parts required for the Repair are not available, or
- b) the Equipment belongs to a brand for which OWH does not perform Repairs, or
- c) the Equipment is outdated, or
- d) the Equipment is technically irreparable.

5. Customer Data

5.1 When submitting the Equipment, the Customer must provide the following information:

- a) a clear and as complete a description of the defect as possible;
- b) name, address, and contact details including email address;

General Repair Terms and Conditions UWCameraStore.com

c) a copy (the original must be kept by the Customer) of the purchase receipt if the Equipment is under warranty.

5.2 If the Customer submits the Repair request via the internet, the Repair Order Form must be fully completed, and the required documents must be attached.

6. Prices

6.1 If a Repair falls within the warranty period and under the warranty conditions, no costs will be charged.

6.2 In all other cases, OWH will provide the Customer with a Quote as soon as possible before performing the Repair. The Customer must agree to the Quote before the Repair begins.

6.3 No rights can be derived from evidently incorrect price indications in a Quote.

6.4 If (after providing the Quote) no Repair Order is established, or if a Repair Order is not established because OWH deems the Repair not feasible and/or worthwhile (see article 4.4), the Customer is obliged to pay the costs for Inspection, handling, administration, and/or return shipment to OWH. The current costs for Inspection can be found on the Supplier's website. OWH will only return the Equipment to the Customer after these costs are paid.

6.5 A combined Quote does not oblige OWH to perform part of the quoted work for a proportional part of the quoted price.

7. Payment

7.1 The Customer will pay all invoiced amounts, including VAT, without any deduction, withholding, set-off, or suspension, in the manner indicated by OWH. The Equipment will only be returned to the Customer once payment for the Repair has been made.

7.2 If it is agreed that payment will be made after delivery of the Equipment, payment must be made within fourteen (14) days of the invoice date.

7.3 In the event of non-payment or late payment, the Customer is in default by operation of law and is liable for statutory commercial interest under Article 6:119a of the Dutch Civil Code from that moment onward.

7.4 If, after receiving a reminder, the Customer still does not pay in full, the outstanding amount will be increased by extrajudicial collection costs in accordance with the "Compensation for Extrajudicial Collection Costs Decree." This means an increase of extrajudicial collection costs of 15% of an outstanding principal amount up to €2,500,

and 10% of an outstanding principal amount from €2,500 to €5,000, with a minimum of €40.

7.5 If OWH has reasonable doubts at any time about the Customer's creditworthiness, OWH has the right to demand advance payment or a security deposit from the Customer before proceeding with (further) performance. This applies to any amounts OWH is or will be entitled to claim under the Agreement with the Customer, at OWH's discretion.

8. Repair Period

8.1 OWH may provide information about the Repair Period on the website or, if possible, include it in the Quote. OWH strives to complete the Repair within the period mentioned. The Repair Period provided by OWH is only indicative and cannot give rise to any rights.

9. Shipment and Delivery of Equipment

9.1 If the Customer sends the Equipment, they must ensure it is always sent by registered mail and packed in a shock- and pressure-resistant manner, suitable for the fragility of the Equipment. This means, at a minimum, the Equipment must be wrapped in protective paper/bubble wrap, and the package should be filled with soft material to avoid empty spaces, ensuring the Equipment cannot move.

9.2 If the Customer delivers the Equipment at OWH's counter, they will receive a counter receipt. The counter receipt also serves as proof of submission for the Customer.

9.3 OWH will notify the Customer in writing when the Equipment is ready. The (repaired) Equipment can either be collected at OWH's counter or, at the Customer's request, delivered to an address provided by the Customer. Address changes or moves must be communicated to OWH in time. OWH cannot be held liable for delivery to an incorrect/changed address.

9.4 Any shipping costs are at the Customer's expense.

9.5 When collecting or receiving the Equipment, the Customer must provide identification and present the repair number and/or counter receipt.

9.6 The Customer explicitly waives all replaced/defective parts.

10. Complaints

10.1 The Customer must check whether all repaired Equipment has been delivered and whether the Repair was adequately performed within 24 hours. If the Equipment was shipped, the

General Repair Terms and Conditions UWCameraStore.com

Customer must immediately check the packaging for any damage upon receipt.

10.2 Any defects related to the Repair must be reported electronically or in writing to OWH within seven (7) days. After this period, no complaints can be made. Defects unrelated to the Repair must be reported to OWH within 48 hours. After this period, no complaints can be made.

10.3 If the Customer believes there are defects in the Equipment after delivery that were not present before the Repair, this must be stated in the complaint, describing the defect. If the Equipment was sent by mail, the Customer must provide proof that the Equipment was packaged according to the packaging obligations stated in article 9.1 of these Terms.

11. Uncollected Equipment

11.1 If the Customer does not collect or receive the Equipment, OWH will store the Equipment for up to six months after the Repair is completed, or if no Repair was performed, six months after the Quote was sent. Storage is at the Customer's expense and risk. If the Customer fails to respond to three consecutive (written or electronic) notifications that the Equipment is ready – with the last notification sent by registered mail – OWH has the right to sell the Equipment (and retain the proceeds) or destroy it.

12. Liability

12.1 OWH is never liable for any damages to the Customer unless there is intent or gross negligence by OWH. OWH is in no way liable for consequential or business damages caused by or related to any Repair and/or (non-)delivery/transport performed by OWH.

12.2 OWH is not liable to the Customer if the Customer fails to comply with the packaging obligations as set out in article 9.1 of these Terms, and the Equipment is damaged during transport.

12.3 The Customer acknowledges that they are responsible for making backups of important data stored on the Equipment before the Repair, and the Customer acknowledges that this data may be lost during the Repair.

12.4 OWH's liability is always limited to the relevant contract amount (Repair costs).

12.5 If damage to the Equipment is caused by a third party (e.g., a transporter), OWH will never be liable for more compensation than what OWH itself receives from the third party.

13. Warranty

13.1 OWH provides a three-month warranty on Repairs from the moment of delivery of the Equipment to the Customer, without prejudice to factory warranty rights. No warranty is given for Repairs where the Equipment has only been maintained. Additionally, no warranty is provided if:

- a) the Equipment has not been maintained in the usual or described manner in the user manual, or
- b) the Equipment has been damaged, for example, by water or moisture, or
- c) the Customer has made or had changes made to the Equipment, including Repairs not performed by or on behalf of OWH, or
- d) the Equipment is damaged by improper or careless use, incorrect connection, moisture damage, or any other external cause, or
- e) the Customer has used the Equipment with unsuitable or incorrect accessories, or
- f) the Customer has handled the Equipment negligently in any way, or
- g) the Equipment is or has been used for purposes other than what it is intended for.

13.2 If within three months after the Repair the same complaints return, OWH will provide a Quote for a new Repair. If the same complaint is due to the same cause, only those parts that were not replaced in the previous Repair will be charged. If the cause of the complaint is different, the full cost of the new Repair will be charged to the Customer. After a renewed Repair, the warranty period of three months will restart.

14. Language of the Terms

14.1 These Terms are drawn up in both Dutch and English. In case of disputes or discrepancies in interpretation, the Dutch text will prevail.

15. Disputes and Applicable Law

15.1 Dutch law exclusively governs the Agreement between OWH and the Customer.

15.2 All disputes between the parties will be settled exclusively by the competent court of the Breda District Court.

16. Contact Information

16.1 UWcameraStore.com, Neon 25, 4751 XA, Oud Gastel, Netherlands. +31(0)165 553944

info@uwcamerastore.com

KVK number: 20147041 Breda

VAT number: NL 8202.07.494B01