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Article 1 - Definitions

In these conditions:

1. **Cooling-off period:** the period within which the consumer can make use of their right of withdrawal;
2. **Consumer:** the natural person who does not act in the exercise of profession or business and enters into a distance contract with the company;
3. **Day:** calendar day;
4. **Transaction duration:** a distance contract relating to a series of products and/or services, of which the supply and/or purchase obligation is spread over time;
5. **Durable data carrier:** any means that enables the consumer or company to store information that is addressed to them personally in a way that makes future consultation and unaltered reproduction of the stored information possible.
6. **Right of withdrawal:** the option for the consumer to withdraw from the distance contract within the cooling-off period;
7. **Model form:** the model withdrawal form that the company provides that a consumer can fill in when they want to make use of their right of withdrawal.
8. **Company:** the natural or legal person who offers products and/or services to consumers at a distance;
9. **Distance contract:** an agreement whereby, within the framework of a system organized by the company for distance selling of products and/or services, up to and including the conclusion of the agreement only one or more techniques for distance communication are used;

10. **Technique for distance communication:** means that can be used for concluding an agreement, without the consumer and trader being in the same room at the same time.
11. **Terms and Conditions:** these General Terms and Conditions of the company.

Article 2 - Identity of the company

Address

Rugged Store Belgium
Brusselsesteenweg 613
9050 Gentbrugge
Belgium

Contact details

Phone number: +32 9 298 15 65
Email address: info@ruggedstore.be

VAT identification number

BE 0717.693.201

Account information

PHONECLICK BV
IBAN: BE17 3631 1082 0621
BIC: BBRU BE BB

Article 3 - Applicability

- These general terms and conditions apply to every offer made by the company and to every distance contract and orders between company and consumer.
- Before the distance contract is entered into, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general terms and conditions can be viewed by the company and they will be sent free of charge as soon as possible at the request of the consumer.
- If the distance contract is concluded electronically, by way of derogation from the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available electronically to the consumer in such a way that the consumer can store them simply on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be consulted electronically and that at the

request of the consumer they will be sent free of charge, by electronic means or otherwise.

- In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs shall apply mutatis mutandis and the consumer may, in the event of conflicting general terms and conditions, always invoke the applicable provision that is most favorable to them.
- If one or more provisions in these general terms and conditions at any time are wholly or partially void or invalid, then the agreement and these conditions remain intact and the provision in question will be replaced by a provision that approached the scope of the original as much as possible.
- Situations that are not covered in these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.
- Lack of clarity about the explanation or content of one or more provisions of our terms and conditions should be explained 'in the spirit' of these terms and conditions.

Article 4 - The quote

- If a quote has a limited period of validity or is made subject to conditions, this will be explicitly stated in the quote.
- The quote is without obligation. The company is entitled to change and adjust the quote.
- The quote contains a complete and accurate description of the offered products and/or services. The description is sufficiently detailed to allow a proper assessment of the quote by the consumer. If the company uses images, these are a true reflection of the offered products and/or services. Obvious mistakes or errors in the quote are not binding for the company.
- All images, specifications and information in the quote are indicative and cannot lead to compensation or dissolution of the agreement.
- Images with products are a true reflection of the products offered. The company cannot guarantee that the displayed colors exactly match the real colors of the products.
- Each quote contains information such that it is clear to the consumer what rights and obligations are attached to the acceptance of the quote. This concerns in particular:
 - the price including taxes;
 - possible shipping costs;
 - the way in which the contract will be concluded and which actions are necessary for this;
 - whether or not the right of withdrawal applies;
 - the method of payment, delivery and execution of the agreement;
 - the period for accepting the quote or the period within which the company guarantees the price;

- the level of the fee for distance communication if the costs of using the technique for distance communication are calculated on a basis other than the regular basic rate for the means of communication used;
- whether the agreement is filed after conclusion and, if so, how it can be consulted by the consumer;
- the way in which the consumer, prior to concluding the contract, can check the data they have provided under the contract and correct it if necessary;
- any other languages, in addition to Dutch, in which the contract can be concluded;
- the codes of conduct to which the trader is subject and the way the consumer can consult these codes of conduct electronically; and
- the minimum duration of the distance contract in case of an extended transaction.

Article 5 - The agreement

1. The agreement is, subject to the provisions of paragraph 4, concluded at the moment of acceptance of the quote by the consumer and the fulfillment of the corresponding conditions.
2. If the consumer has accepted the quote electronically, the company will immediately confirm the receipt of the acceptance of the quote electronically. As long as the receipt of this acceptance has not been confirmed by the company, the consumer can dissolve the agreement.
3. If the agreement is created electronically, the company will take appropriate technical and organizational measures to secure the electronic transfer of data and will ensure a secure web environment. If the consumer can pay electronically, the company will observe appropriate security measures.
4. The company can - within legal frameworks - investigate whether the consumer can meet their payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If the company, on the basis of this investigation, has good reason not to enter into the agreement, they are entitled to refuse an order or request, as long as it is justified, or to attach special conditions to the execution.
5. The company will provide the following information with the product or service, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium:
 - the company's physical address where the consumer can go with complaints;
 - the conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;

- information about warranties and service after purchase;
 - the information included in article 4 paragraph 3 of these terms and conditions, unless the company has already provided this information to the consumer before the execution of the agreement;
 - requirements for terminating the agreement if the agreement has a duration of more than one year or is indefinite.
6. In the case of an extended transaction, the provision in the previous paragraph only applies to the first delivery.
 7. Each agreement is entered into under the suspensive conditions of sufficient availability of the products concerned.

Article 6 - Right of withdrawal

When delivering products:

1. When purchasing products, the consumer has the option to terminate the contract without giving any reason within 14 days. This cooling-off period commences on the day following receipt of the product by the consumer or a representative appointed in advance by the consumer and made known to the company.
2. During the cooling-off period, the consumer will handle the product and packaging carefully. They will only unpack or use the product to the extent that is necessary to assess whether they wish to keep the product. If they make use of their right of withdrawal, they will return the product with all accessories and - if reasonably possible - in the original condition and packaging to the company, in accordance with the reasonable and clear instructions provided by the company.
3. If the consumer wishes to make use of their right of withdrawal, they are obliged to let the company know within 14 days after receipt of the product. The consumer must communicate this by means of the model form. After the consumer has communicated that they wish to make use of their right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered products have been returned on time, for example with a proof of shipment.
4. If the customer has not let the company know that they wish to make use of their right of withdrawal or return when the periods mentioned in paragraphs 2 and 3 have lapsed and the product has not been returned to the company, the purchase considered final.

When delivering services:

1. When providing services, the consumer has the option to terminate the contract without giving any reason for at least 14 days, starting on the day the agreement is entered into.
2. In order to make use of their right of withdrawal, the consumer will follow the

reasonable and clear instructions provided by the company with the quote and/or at the latest on delivery.

Article 7 - Costs in case of withdrawal

1. If the consumer exercises their right of withdrawal, they are responsible for the costs associated with returning the products.
2. If the consumer has paid an amount, the company will refund this amount as soon as possible but no later than 14 days after cancellation. However, the condition is that the product has already been received back by the merchant or conclusive proof of complete return can be submitted.
3. If the product is damaged due to careless handling by the consumer himself, the consumer is liable for any reduction in value of the product.

Article 8 - Exclusion of right of withdrawal

- The company can exclude the consumer's right of withdrawal for products as described in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the company has clearly stated this in the quote, or when the agreement is entered into at the latest.
- Exclusion of the right of withdrawal is only possible for products:
 - that have been created by the company in accordance with the consumer's specifications;
 - that are clearly personal in nature;
 - that cannot be returned due to their nature;
 - that can spoil or age quickly;
 - whose price is subject to fluctuations in the financial market, over which the company has no influence;
 - for loose newspapers and magazines;
 - for audio and video recordings and computer software of which the consumer has broken the seal.
 - for hygienic products of which the consumer has broken the seal.
- Exclusion of the right of withdrawal is only possible for services:
 - concerning accommodation, transport, restaurant or leisure activities to be performed on a certain date or during a certain period;
 - the delivery of which commenced with the express consent of the consumer before the cooling-off period has lapsed;
 - regarding betting and lotteries.

Article 9 - The price

1. During the period mentioned in the quote, the prices of the offered products and/or services will not be increased, except for price changes due to changes in VAT rates.

2. Contrary to the previous paragraph, the company can quote products or services whose prices are subject to fluctuations in the financial market and where the company has no influence, with variable prices. This link to fluctuations and the fact that any mentioned prices are target prices will be mentioned in the quote.
3. Price increases within 3 months after the conclusion of the contract are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the contract are only allowed if the company has stipulated this and:
 - these are the result of statutory regulations or provisions; or
 - the consumer has the authority to terminate the agreement with effect from the day on which the price increase takes effect.
5. The prices mentioned in the quote of products or services include VAT.
6. All prices are subject to printing and typing errors. No liability is accepted for the consequences of printing and typing errors. In the case of printing and typing errors, the company is not obliged to deliver the product at the wrong price.

Article 10 - Conformity and Guarantee

1. The company guarantees that the products and/or services comply with the agreement, the specifications stated in the quote, the reasonable requirements of soundness and/or usability and the legal provisions existing on the date of the conclusion of the agreement and/or government regulations. If agreed, the company also guarantees that the product is suitable for other than normal use.
2. A guarantee provided by the company, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the company under the contract.
3. Any defects or incorrectly delivered products must be reported to the company in writing within 4 weeks after delivery. Return of the products must be in the original packaging and in new condition.
4. The company's warranty period corresponds to the manufacturer's warranty period. The company is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.
5. The warranty does not apply:
 - In case of damage caused as a result of fall, impact or moisture damage
 - When using illegal software without the brand of the manufacturer
 - When repairing or replacing parts with a third party
 - In case of defects after the warranty period
 - With a broken SIM card reader
 - In case of damage to buttons on the product (home, volume and

- power buttons)
- With a broken camera lens ◦ In case of a damaged or dirty charging connector
- With loose parts (headphone connection)

Article 11 - Delivery and execution

1. The company will take the greatest possible care when receiving and implementing orders for products and when assessing requests for the provision of services.
2. The place of delivery is the address that the consumer provided to the company.
3. With due observance of the provisions in paragraph 4 of this article, the company will execute accepted orders expeditiously but no later than 30 days, unless the consumer has agreed to a longer delivery period. If the delivery is delayed, or if an order cannot or can be only partially executed, the consumer will receive notification of this no later than 30 days after they have placed the order. In that case, the consumer has the right to terminate the contract without any costs. The consumer is not entitled to compensation.
4. All delivery terms are indicative. The consumer cannot derive any rights from any periods mentioned. Exceeding a term does not entitle the consumer to compensation.
5. In case of dissolution in accordance with paragraph 3 of this article, the company will refund the amount that the consumer has paid as soon as possible but no later than 14 days after termination.
6. If delivery of an ordered product proves to be impossible, the company will endeavor to make a replacement item available. It will be stated in a clear and comprehensible manner that a replacement item will be delivered, at the latest at the time of delivery. The right of withdrawal cannot be excluded for replacement items. The company is responsible for any shipping costs.
7. The risk of damage and/or loss of products rests with the company until the moment of delivery to the consumer or a pre-designated and representative that the company has been made aware of, unless expressly agreed otherwise.

Article 12 - Duration of transactions: duration, cancellation and extension

Cancellation

1. The consumer can terminate an agreement that has been concluded for an indefinite period and which encompasses the regular delivery of products (including electricity) or services, at any time with due observance of the agreed cancellation rules and a notice period of up to one month.
2. The consumer can terminate an agreement that has been concluded for a

definite period and which encompasses the regular delivery of products (including electricity) or services, at any time by the end of the stipulated term, with due observance of the agreed cancellation rules and a notice period of at most one month.

3. For agreements mentioned in the previous paragraphs, consumers can: o cancel at any time and not be limited to termination at a specific time or given period; o at least cancel in the same way as they were entered into by them; o always cancel with the same notice period as the company has stipulated for themselves.

Extension

1. A contract that has been entered into for a definite period and that encompasses the regular delivery of products (including electricity) or services may not be tacitly renewed or renewed for a fixed term.
2. Contrary to the previous paragraph, a contract that has been entered into for a definite period and which encompasses the regular delivery of daily news and weekly newspapers and magazines may be tacitly renewed for a fixed term of a maximum of three months, if the consumer agrees to this extended agreement. The end of the extension can be canceled with a notice period of no more than one month.
3. A contract that has been entered into for a definite period and that encompasses the regular delivery of products or services may only be tacitly renewed for an indefinite period if the consumer may cancel at any time with a notice period of no more than one month and a notice period of at most three months in case the agreement encompasses the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
4. A contract of limited duration to the regular delivery of daily, news and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period.

Duration

1. If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time with a notice period of no more than one month, unless reasonableness and fairness oppose cancellation before the end of the agreed term.

Article 13 - Payment

1. Unless otherwise agreed, the amounts owed by the consumer must be paid within 7 working days after the commencement of the cooling-off period as referred to in article 6 paragraph 1. In case of an agreement to provide a

- service, this period shall start after the consumer has received the confirmation of the agreement.
2. The consumer has the duty to report inaccuracies in provided or stated payment details to the company without delay.
 3. In the event of default by the consumer, the company has the right, subject to legal restrictions, to charge the reasonable costs that were made known to the consumer beforehand.

Article 14 - Complaints procedure

1. The company has a well-publicized complaints procedure and handles complaints in accordance with this complaints procedure.
2. Complaints about the execution of the contract must be submitted fully and clearly described to the company within 7 days after the consumer has discovered the defects.
3. Complaints submitted to the company will be answered within a period of 14 days from the date of receipt. If it is foreseeable that a complaint will require a longer processing time, the company will respond within the period of 14 days with a notice of receipt and an indication of when the consumer can expect a more detailed answer.
4. If the complaint cannot be resolved by mutual agreement, it will be elevated to the level of a dispute that is subject to the dispute settlement.
5. In case of complaints, a consumer must first approach the company. For complaints that cannot be resolved in mutual consultation, the consumer should approach WebwinkelKeur (www.webwinkelkeur.nl), which will mediate free of charge. If there is still no solution, the consumer has the opportunity to have their complaint dealt with by an independent disputes committee appointed by WebwinkelKeur, and the decision of this is binding and both company and consumer agree with this binding decision. The submission of a dispute to this disputes committee involves costs that the consumer must pay to the relevant committee.
6. A complaint does not suspend the company's obligations, unless the company indicates otherwise in writing.
7. If the company finds a complaint to be well-founded, the company will replace or repair the delivered products at their discretion free of charge.

Article 15 - Disputes

1. Contracts between the company and the consumer to which these general terms and conditions apply are governed exclusively by Belgian law, even if the consumer lives abroad.
2. All disputes that cannot be settled amicably will only be submitted to the court of Ghent.
3. The goods remain the property of Rugged Store Belgium until the full invoice

amount has been paid.

4. The Vienna Sales Convention does not apply.

Article 16 - Additional or deviating provisions

Provisions that are added onto or deviate from these terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable data carrier.