

General Terms and Conditions for “Sellers” 01 January 2022

IMPORTANT: These General Terms and Conditions for « Sellers

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These General Terms and Conditions (the “T&Cs”) apply to Users who use the Web Site to sell Products.

Valyuu B.V. is a company incorporated in the Netherlands; whose registered address is Edisonweg 30, 4207HG, Gorinchem, registered in the Netherlands under no. 78352452. It owns all the rights over the <http://www.valyuu.com> website and the Valyuu B.V. Smartphone applications (the “Web Site”). Valyuu B.V. provides a number of services on its Web Site that are run and administered by Valyuu B.V. These services enable users of the Web Site/mobile application (the “Users”) to buy and sell pre-owned electrical products (the “Products”). These services are available directly on the Web Site or mobile application. Valyuu B.V. may, in some circumstances, directly offer Products for sale on its own behalf, in which case these Products shall be identified on the Web Site as being sold by Valyuu B.V. These T&Cs shall prevail over any other general or special terms and conditions that are not expressly approved jointly by Valyuu B.V. and the User. Where these additional contractual terms apply, they shall be deemed to be incorporated as of right into these T&Cs.

By using the services of Valyuu B.V., the Seller accepts the general terms and conditions of Stripe, which is the payment provider retained by Valyuu B.V. for the payment operations of sellers. These Terms and Conditions are available here: <https://stripe.com/nl/legal/checkout>

We also recommend that you read the privacy policy of Valyuu B.V.

T&Cs applicable to sales made on the Web Site

As the Seller of the product, you must be entitled to sell the product. You are entitled if you meet the following conditions:

The Seller must be at the minimum age of 18 at the moment of the sale and also the rightful owner of the product to be sold. The Seller is responsible for complying with its obligations arising from contracts with third parties in connection with the products being sold or exchanged or for debts that exist outside the contract. This means, for example, that the product that The Seller sells no longer needs to be paid off. The Customer's obligation is to terminate all contracts associated with the relevant product before the product is shipped to Valyuu B.V. The Seller is his/her responsible for removing any data from the product before it is sold to Valyuu B.V.

Valyuu B.V. always immediately deletes the data from the received products using certified data erasure software or, if necessary, manually by trained personnel.

The Seller must keep all information and content that he/she wish to keep from your old product, such as photos, contacts and other important files and documents. Also, we advise the Seller to perform a factory reset of the product (when possible) before shipping.

Valyuu B.V. cannot accept products with an account or password lock. Think of an iCloud, Password, Face ID lock, Fingerprint lock, Samsung account, LG account, Sony account, Provider Simlock or any other form of account or protection.

Valyuu is not responsible for any damage, loss or deletion of data on sold products. As a Customer, the Seller cannot recover any data stored on the product after the product has been shipped. Valyuu is not responsible for the consequences of data not being deleted before the product is shipped.

1. The role and responsibility of Valyuu B.V.

The Users who choose the option to sell their product to another consumer hereby acknowledge that, save where otherwise specified for specific Products that are on offer on the Web Site, the role of Valyuu B.V. shall be limited to acting as an intermediation platform between the Users. Therefore, except in specific cases, Valyuu B.V. shall not act as a reseller of the Products and shall not become the owner of the Products at any point in time. The Users shall each act, at all times, for and on their own behalf, and never as agents or representatives of Valyuu B.V. Valyuu B.V. shall not be a party to the contract of sale between the Buyer and the Seller and hereby disclaims liability for such a contract or its consequences. Any quality control that Valyuu B.V. performs shall be merely designed to ensure that a Product sold by a Seller is in Line with what the Seller has indicated based on the questions asked by Valyuu on the platform.

Moreover, to provide the Buyer of the product with the most accurate description possible of the product's condition that the Seller offers. Furthermore, any deliveries arranged by Valyuu B.V. and fulfilled by its subcontractors shall not imply that Valyuu B.V. is a party to the contract between the Seller and the Buyer. Except for any complaints for late delivery or for failures to deliver Products that may be blamed on Valyuu B.V.

2. Sales of Products

2.1. Mandate

Within the scope of the online intermediation service performed by Valyuu B.V., the Seller hereby grants Valyuu B.V. a mandate to do the following:

- to publish on the Web Site the Product Page that constitutes an offer to sell a Product, Check the condition of the product, take pictures of the product and describe the products optically and technically and place them in the content on the sales page;
- to accept the order placed by the Buyer, for and on behalf of the Seller;
- to open a separate account on the books of Valyuu B.V., for and on behalf of the Seller, and to credit the Price of the Product into that account; and
- to receive the amounts of money and to transfer them to the Seller, after subtracting the Seller Fees and any other sum of money due should any amounts of money remain outstanding between the parties, as stipulated these T&Cs.

Furthermore, the Seller is not entitled to a replacement for accessories, chargers, and related products shipped with the product. Depending on the type, model and condition, all products are given a new destination. This can vary from the resale in the same condition, refurbishment, parts use or recycling to reusable raw materials.

In principle, Valyuu assumes that all submitted products come from private users if not communicated other than this beforehand. The Seller further declares that for the above-described item purchased by the purchaser, he has not benefited from any advance deduction of VAT and that no VAT is due in connection with the delivery to the purchaser or that he applies the margin scheme as a reseller upon delivery to the purchaser. In addition, the Seller declares that the offered article is their property, the product does not originate from receiving or stolen goods, and the offered article is not subject to a third-party attachment and/or a pledge has been granted or established.

2.2. Product Page & pricing

Valyuu B.V. will list the products for sale on the product page on behalf of the Seller. In doing so, Valyuu B.V., additionally to the information already given by the 'Seller', will put more detailed information regarding the technical and optical condition of the products. Furthermore, Valyuu B.V. will always photograph the products.

Valyuu B.V. will perform a technical test to ensure the technical condition of the products before they are offered on the Product page. Valyuu B.V. will also always perform the data deletion on any product where all data is deleted. Valyuu b.V. is not responsible for any data loss or data from the Seller.

The Sellers may add comments in the space earmarked for this purpose. Before the publication of the Product Page by Valyuu B.V. on the Web Site, the comments will be validated by Valyuu B.V. before it is visible to the buyers. Valyuu B.V. may make some addition to the text before it is visible to the buyer.

The Sellers accordingly agree to the Prices of their products shown on the website or mobile application of Valyuu B.V. at the moment of the sale. Any change of the selling Price by Valyuu B.V. shall not affect the price for the Seller. Valyuu B.V. reserves the right to make adjustments in the event of errors in the price due to system errors, human errors or other errors of any kind. Valyuu B.V. will always inform the Seller about this. If the Seller disagrees with the new (correct) price setting, the product (if already received by Valyuu B.V.) will be returned to the Seller.

3. Option for Valyuu B.V. to acquire the Product directly

In exceptional cases, after analysis of the Product Data Sheet by Valyuu B.V., Valyuu B.V. may offer to acquire the Seller's Product directly.

4. Checking the compliance of the Products

If, at the time of the compliance check performed by Valyuu B.V., Valyuu B.V. notices that the Product does not comply with the descriptions filled in by the seller by answering the questions during the selling process (such as in terms of the condition of the Product), Valyuu B.V., depending on the nature and worst of the problem, will consider whether the seller can be contacted to agree a new price that matches the actual condition of the product or will refuse the sale. In the event of refusal of the sale, or if no agreement is reached between Valyuu B.V. and the customer, Valyuu B.V. can charge the Seller of E 12 including tax per non-compliant and/or counterfeit item, corresponding to the minimum handling costs (the cost of sending the Product to Valyuu B.V., the cost for functionality diagnostics, packaging and the costs of sending the Product back to the Seller).

If, at the time of the compliance check performed by Valyuu B.V. in those cases where the latter is in charge of arranging delivery of the Products bought by the Buyers, Valyuu B.V. notices that the Product does not comply with the Product Page drawn up by the Seller (such as in terms of the condition of the Product), Valyuu B.V. undertakes, at the Buyer's discretion, (i) to negotiate with the Seller and the Buyer to secure a reduction of the Price, or (ii) to cancel the Transaction and refund the Buyer. Should the Transaction be cancelled, and should the Seller wish to get their Product back, Valyuu B.V. shall bill the Seller a fixed fee of E 12 including tax per non-compliant and/or counterfeit item, corresponding to the minimum handling costs (the cost of sending the Product to Valyuu B.V., the cost for functionality diagnostics, packaging and the costs of sending the Product back to the Seller).

5. Consequences of an impossibility to deliver the Products back to the Seller

5.1. If dispatched through Valyuu B.V.

Suppose it is impossible to return a Product that is non-compliant to the Seller, for instance, because the address provided by the latter is incorrect or the parcel is sent back due to non-acceptance by the recipient - In that case, an email shall be sent, and a phone call shall be made to the Seller of the Product. Should there not be any reply, the Products shall be kept at the disposal of the Seller, at its own risk and expense (including storage and handling costs), for a timescale of six (6) months as of the sending of the follow-up email by Valyuu B.V. Should the Seller wish to retrieve their Product, they must request this by means of a letter sent by registered post with acknowledgement of receipt to Valyuu B.V. at the address

shown in article 12 below and make a bank transfer of 12 euros (or equivalent in local currency) including taxes, corresponding to the incompressible treatment costs. After receipt of the payment, Valyuu B.V. shall send the Product back to the Seller within fifteen (15) working days. Should the Product not be claimed from Valyuu B.V. within the abovementioned timescale of six (6) months, Valyuu B.V. shall become the owner of the unclaimed Product. The Product shall then either be destroyed or donated to charity if its condition allows for this, after the last attempt at contacting the Seller that does not elicit a response within eight (8) days.

6. Seller Fees

The services on offer by Valyuu B.V. shall be charged to the buyer. The price that Valyuu B.V. communicates with the seller is always a fixed price if the seller meets the terms of the condition of the Product in such as in terms of the condition of the Product is mentioned.

7. Sales of Products and payments due to the Seller

7.1. The process of checking the order

The Seller acknowledges being aware that the information concerning the Order placed by the Buyer shall be processed automatically by our partner in charge of fraud prevention. The aim of this automated processing of data is to prevent bank card fraud. Our partner in charge of fraud prevention and/or the "Risks" unit of Valyuu B.V. may also perform checks with the Buyer, by telephone, by e-mail or by post, in order to confirm the Order before the Product is sent out; these checks may also include a request for additional elements of evidence. According to the checks performed, Valyuu B.V. may cancel an order if the information provided by the Buyer is deliberately erroneous and/or fraudulent, even after confirmation of the Order. In that case, the Buyer shall be informed by e-mail about the measures taken by Valyuu B.V., which shall put the Product back on sale in the Seller's account.

8. Transfer of the ownership of the Products and the risks

The Products shall remain the property of the Seller, or should Valyuu B.V. be itself acting as the Seller of its own Products, of Valyuu B.V., until Valyuu B.V. shall have received full payment of the Price of the Order from the Buyer, including both capital and ancillary elements (taxes, Authentication Costs, Carriage Costs and any other costs that may be applicable). The transfer of the risks of loss or damage of a Product to the Buyer shall take place upon receipt of the Product by the Buyer or by a third party that the Buyer shall have commissioned to act on their behalf. The Buyer shall therefore bear the risk linked to any damage caused to the Product after it is received.

9. Claims and returns

9.1. Non-receipt or late delivery of a Product

Should the Buyer not receive the Products within 30 days following the date of the Order. Valyuu B.V. shall refund the Buyer within fourteen (14) calendar days following the date on which Valyuu B.V. receives the notification of the cancellation of the Transaction by the Buyer. Should the Buyer receive the Products whereas they have already cancelled the Transaction, they must return the Products, and Valyuu B.V. undertakes to refund the Price of the Products that are returned, the Authentication Costs, the Carriage Costs (in case of return of the Order as a whole) and the cost of returning the Product to Valyuu B.V., within fourteen (14) calendar days following Valyuu B.V.'s receipt of the complete Products in their original condition. In case of cancellation, the Buyer shall be refunded in cash (the money being credited to the bank card that the Buyer used to make the payment or to the Buyer's PayPal account) provided that, in each case, Valyuu B.V. does not suspect that the request for cancellation or for a refund due to total or partial non-receipt of a Product that was ordered was made fraudulently. In the case of partial cancellation, only the part of the cancelled Order shall be refunded in keeping with the preceding terms.

Miscellaneous provisions

10. Duration and validity

These T&Cs shall govern the Users from the moment that they accept them upon accessing the Web Site or upon registering on the Web Site, and until the cancellation of their account, whether or not they perform any Transactions. Valyuu B.V. shall be entitled to modify its General Terms and Conditions at any point in time, without notice and without any obligation to justify its decision, without incurring any liability as a result. In case of a significant change of one of the clauses of these T&Cs, the Users who accepted their terms and conditions beforehand shall have to accept the new version of these T&Cs. The General Terms and Conditions that are applicable shall be those that are in force on the date on which the User uses the Web Site and/or purchases a Product, depending on the nature of the changes made to the General Terms and Conditions.

11. Interruption of the service and rescission

In case of a failure to comply with one or more of the clauses of these T&Cs (such as in case of a failure to pay any moneys due within the allotted timescales, or a violation of these T&Cs), whether this is witnessed by Valyuu B.V. or gives rise to a justified complaint by other Users, Valyuu B.V. may temporarily interrupt the User's access to the services of Valyuu B.V., for instance pending a rectification of the contentious situation. If the violation can be rectified but such a rectification does not take place within two (2) calendar days following the notification of the irregularities witnessed by Valyuu B.V., Valyuu B.V. shall have the right to permanently bar the User from accessing the services. This irrevocable withdrawal of the User's access shall be preceded by the sending of an e-mail to the User involved, informing them about this impending measure and the reasons for taking it, without any other formalities and notwithstanding any compensation that Valyuu B.V. may claim for any loss or damage that it shall have incurred. Moreover, Valyuu B.V. may put an end to the services provided, as of right, without prior notification, effective immediately, if the behaviour of the User constitutes a serious violation of these T&Cs, such as, but not limited to: opening several accounts, fraudulent use of methods of payment, attempted fraud, or any other criminal offence. Such a measure shall not give rise to any right to compensation whatsoever from Valyuu B.V., and the latter shall itself be entitled to claim compensation for any loss or damage that it may have incurred. Should Valyuu B.V. cancel any Transaction(s), the Users shall be refunded automatically in cash (the sum being credited to the card used for the payment or to their PayPal account)

12. Complaints

Any User wishing to make a complaint against Valyuu B.V. concerning the Web Site may send a letter to Valyuu B.V. at the address mentioned above, submit a request via e-mail at hello@valyuu.com

13. Mediation

Should a dispute arise between a User and Valyuu B.V., Valyuu B.V. recommends that the User get in contact with Valyuu B.V. in order to try to resolve the dispute amicably. Valyuu B.V. shall inform the User in this respect about the existence of alternative modes of settlement of disputes, such as mediation or arbitration.

14. Applicable law and settlement of disputes

These T&Cs are governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these T&Cs. Nothing in these T&Cs affects the User's rights as a consumer domiciled in the EU to rely on the mandatory provisions of the local laws of their country of residence. Should the parties fail to reach an amicable settlement of their dispute, Valyuu B.V. and the User agree to submit it to the jurisdiction of the Dutch courts. The terms of this article shall not result in depriving consumers of the right to bring court proceedings or to defend themselves against court proceedings in the country where they reside or they are domiciled, nor shall they deprive them of the protective measures stipulated in their favour by the applicable rules and regulations of their country of residence.