

## TKS easyMobile hardware installment purchase General Terms and Conditions

### 1. Contract Partner

Contract partners are TKS Telepost Kabel-Service Kaiserslautern GmbH & Co. KG (called TKS in the following), Altes Forsthaus 2, 67661 Kaiserslautern (Amtsgericht Kaiserslautern HRB 2682), and the customer.

In cases of doubt the German General Terms and Conditions are legally binding.

### 2. Subject Matter of the Contract

The subject matter of the contract is specified in these General Terms and Conditions as well as in the price list, which regulate the provision of TKS easyMobile hardware installment purchase in connection with a mobile communication access.

### 3. Conclusion of the Contract

3.1. The hardware installment purchase contract can only be concluded in conjunction with a TKS easyMobile contract and a credit card or bank account that accepts German direct debiting. Only one hardware installment purchase contract can be made per TKS easyMobile contract (It is not possible to combine a TKS easyMobile Light tariff with any installment purchase plan.). All hardware installment purchase contracts have 24 months duration. With signing the contract the customer accepts the Terms & Conditions of the TKS easyMobile hardware installment purchase.

3.2. The customer can choose between different installment variants with different monthly installments that are divided over a period of 24 months combined with a down payment that is defined by TKS. With the contractual conclusion the customer is liable to pay a down payment and the first installment of their hardware installment plan has to be paid immediately.

### 4. Right of revocation

The right of revocation is not given.

### 5. Customer's obligations and responsibilities

The customer has the following responsibilities:

5.1. TKS must be notified immediately in writing about any change of personal contract data (e.g. names, address, bank connection, email address).

5.2. TKS will deduct the installments via automatic credit card debit from the agreed credit card or direct bank debit from the agreed bank account. The customer must ensure that the transaction limit of the card is not exceeded or for those customers using direct bank debit that there are sufficient funds in the bank account. For each debit balance not realized or returned unpaid, customer shall reimburse TKS to the extent that customer is liable for the event which led to the costs.

5.3. The cash register receipt must be kept for all warranty purposes.

5.4. The customer is held liable to pay the agreed contractual amount at all times. It has no impact on the agreed contract, if the hardware is lost, stolen, or damaged. The hardware remains the property of TKS until all installments are fully paid.

### 6. Terms of Payment

6.1. Upon contractual conclusion the customer is liable to make a down payment which is established by TKS and depends on the chosen hardware. The remaining

hardware device amount will be calculated in 24 installment payments over 24 months duration. The first installment of their hardware installment plan has to be paid immediately. If automatic credit card debit for the further payments is agreed, the payment of the first installment has to be done by using the agreed credit card. All further installments will be deducted from the agreed credit card account or via direct bank debit. The monthly payments are always due at the first of each month and have to be paid via automatic credit card debit or direct bank debit.

6.2. TKS is entitled to withdraw from the hardware installment purchase contract and to declare the remaining debts to be due, if the customer falls into arrears with the payment of at least two consecutive installments and if the amount with which the customer is in default is at least a tenth of the agreed purchase price and a two – week deadline has been granted unsuccessfully to the customer to pay the outstanding amount with the declaration, that in the case of non payment within the next two weeks the entire residual debt will be due.

6.3. All installment payments have to be done via automatic credit card or bank debiting. Costs for returned credit card debiting or direct bank debiting have to be paid by the customer to the extent that customer can be made responsible for the event that caused the costs.

6.4. The monthly payments are always due at the first of the month. If the customer is in default with the agreed payments the regulations described under item 6.2 apply. If the full outstanding payment is not settled in a timely manner the customer's data will be handed over to a collection agency.

6.5. VAT exemption does not apply for installment purchase for telecommunication hardware.

6.6. TKS reserves the right to reward those customers that conclude a contract with the combination of certain installment purchase contract and certain tariff plans with a bonus. The bonus is credited to the customer account every month provided that the customer keeps the contract as long as the installment purchase contract is valid. The maximum bonus duration per contract is 24 months. The amount of the bonus is determined by TKS. The entitlement to receive the bonus does no longer apply, if the TKS easyMobile contract or the installment purchase contract has been terminated.

### 7. Reservation of ownership

Until full payment is received, the hardware shall remain property of TKS. Pledges, transfers by the way of securities to third parties or any other unauthorized sale or transfer of ownership are not permitted.

### 8. Warranty

Apple iPhone warranty is valid from Apple for 12 months. TKS Hardware warranty is valid for all other mobile hardware 24 months. All accessories are under warranty according to the duration of the individual manufactures. TKS is only liable for hardware manufacture defects. All other damages are excluded from warranty, especially damage done to hardware cause by dampness, falling, lost, all types of self-caused damage, etc.. Defective hardware does not affect the payment plan in any way.

## **9. Service hold**

It is not possible to place the TKS easyMobile hardware installment purchase contracts on hold.

## **10. Contract Termination**

10.1. The customer cannot terminate the installment purchase contract. The customer has the opportunity to pay all outstanding installments at once, resulting in an early completion of contract.

10.2. In case that the TKS easyMobile service contract is cancelled before the TKS easyMobile hardware installment plan is completely paid, the TKS easyMobile hardware installment contract will automatically be terminated and the complete installment plan is due immediately. TKS is allowed to deduct the outstanding installments via credit card or bank debiting.

10.3. The hardware remains the property of TKS until all installments are fully paid. TKS reserves the right to reclaim the cell phone, due to the customer failing to meet his obligations for paying the full outstanding amount.

## **11. Account statement**

The customer receives a monthly statement that provides the actual status of the installments.

## **12. Privacy Information**

Help us to protect your personal data. Use your data protection rights. You do not want us to use your data for promotional purposes? Then we will change this in accordance with your wishes. You want to know which data we hold on file about you. Or your contact details need amending? Simply get in touch with us. Learn more about privacy at TKS on [www.tksable.com/privacy](http://www.tksable.com/privacy).

## **13. Other conditions**

13.1. The contract parties' contractual relations are governed by German law.

13.2. Place of performance for the service is Kaiserslautern.

13.3. Place of jurisdiction and governing law: If the customer is a merchant, legal entity of public law or special fund under public law, or is without general national place for this contract the place of jurisdiction is Kaiserslautern.

13.4. If any provision of these General Terms and Conditions are or become completely or partially invalid, the validity of the remaining provision will remain unaffected. In such a case, the contract participants are obliged to participate in the conclusion of provisions in which the solution shall be achieved to be a legally valid result that comes as close as possible to the commercial intent of the invalid provision.