

GENERAL TERMS AND CONDITIONS OF SALE – HEGO MOBILE BV

Hego Mobile BV Steenweg 140 3621 Rekem VAT BE0646.828.860

These conditions do not prejudice the mandatory statutory consumer rights as provided for in the Code of Economic Law.

1. Product Information & Conclusion of the Sale

The sale is concluded as soon as the customer pays for the product or signs the order form/proof of purchase. Images and specifications are provided for informational purposes only and no rights of any kind may be derived from them.

2. Prices & Payment

All prices include VAT unless otherwise stated. Products remain the property of Hego Mobile BV until full payment of all amounts due.

3. Consequences of Non-Payment

In the event of non-payment on the due date:

- statutory late-payment interest shall automatically and without prior notice become payable;
- a one-time fixed compensation fee of 10% of the outstanding amount, with a minimum of €40, shall be due;
- all judicial and extrajudicial collection costs — such as bailiff fees, summons costs, court registry fees and lawyer fees — shall be entirely borne by the customer.

Hego Mobile BV may suspend further deliveries of products or services until full payment has been made.

4. Delivery & Transfer of Risk

Delivery periods are indicative only and never binding. Risk passes to the customer upon physical transfer of the product.

5. Legal Warranty

Consumers benefit from a 2-year warranty on new products. B2B customers benefit from a 12-month warranty unless otherwise agreed. Second-hand or demo devices have a limited warranty as stated on the invoice.

6. Warranty Exclusions

Damage caused by external influences (falls, moisture, accidents), improper use contrary to the manual, modifications or alterations to the product, use of non-original chargers or repairs by third parties, use contrary to the intended purpose, absence of valid proof of purchase, and an illegible or removed serial number are not covered.

7. Warranty on Batteries

Hego Mobile BV is entitled to subject products or components, including batteries, to a technical assessment, including a capacity test, verification of charging cycles and charging history, and the preparation of a diagnostic report. If this diagnosis shows that defects are the result of misuse, damage, abuse or circumstances outside normal use (such as overcharging, deep discharge or exposure to extreme temperatures), the commercial warranty may be refused. Normal wear and tear is excluded from the commercial warranty.

8. Transport Costs

8.1. Free Standard Delivery

For the purchase of a new product with a sale price of at least €150, Hego Mobile BV provides free standard home delivery within the Flemish Region and within a radius of 15 kilometres from the border of the Flemish Region, provided such deliveries take place within Belgium.

a. Scope of Standard Delivery

Free standard delivery only includes delivery to the door of the address provided by the customer. Goods are not carried inside and no additional actions are performed.

b. Additional Services

Services beyond standard delivery — including carrying goods inside, installation, configuration, floor surcharges or special access requirements — may be charged separately. These costs shall be clearly communicated to the customer in advance.

c. Deliveries Outside the Standard Region

For deliveries outside the region referred to in paragraph 1, additional transport costs may be charged. These costs are calculated based on distance, required time and any additional logistical requirements and shall be communicated to the customer in advance.

8.2. Transport Costs for Repairs

A. All transport costs shall be borne by the customer unless otherwise agreed in writing.

B. Transport is charged at €0.98 per effectively driven kilometre (round trip).

C. For trips within a radius of 5 kilometres from the establishment, a fixed transport fee of €19.00 applies.

D. If a device cannot be collected or delivered due to circumstances attributable to the customer (including but not limited to absence at the agreed time, an incorrect or incomplete address, refusal of delivery or any other obstruction caused by the customer), additional kilometres driven, waiting time or redelivery costs may still be charged.

E. Due to rising fuel prices, Hego Mobile reserves the right to charge a transport surcharge in addition to the standard transport costs. The amount of this surcharge shall be announced in advance and applies per trip (one trip includes collection and return). This surcharge may be temporarily adjusted depending on current fuel prices.

9. Complaints Procedure

Visible defects must be reported in writing within 7 days. Hidden defects must be reported as soon as they are discovered. Proof of purchase is required for every warranty claim.

10. Returns & Right of Withdrawal

A. In-store Purchases (Physical Sales)

For purchases made in-store, no 14-day right of withdrawal applies. The law regarding the right of withdrawal does not apply to physical purchases (Art. VI.47 CEL). A return, exchange or credit note may only be granted as a gesture of goodwill, at the discretion of Hego Mobile BV.

B. Distance Purchases (Online Orders)

For purchases made remotely (such as online or by telephone), the consumer has a 14-day right of withdrawal in accordance with Art. VI.47–VI.53 CEL. This only applies to products returned unused, in original condition and in intact packaging. Exceptions under Art. VI.53 CEL remain applicable (such as opened sealed goods, software, hygiene products, etc.).

C. Repairs and Services

For repairs or services carried out immediately with the customer's explicit consent, both in-store and on-site, no right of withdrawal applies in accordance with Art. VI.53, 1° and 3° CEL. A repair that has already started or been completed cannot be cancelled.

The preparation of a damage estimate is free of charge if you have the related repair or work carried out by Hego Mobile within 30 days from the date of the estimate. If you decide not to have the work carried out by Hego Mobile, we reserve the right to charge a fee of €125 for preparing the damage estimate.

11. Liability

Hego Mobile BV shall not be liable for indirect damage, consequential damage, loss of profit or data loss. Liability is limited to the value of the product.

12. Disputes

Disputes fall under the jurisdiction of the courts of the district of the registered office of Hego Mobile BV.

13. Privacy & Data Protection (GDPR)

Hego Mobile BV processes personal data in accordance with the General Data Protection Regulation (EU 2016/679) and Belgian data protection law.

Personal data is processed exclusively for the following purposes: customer management, execution of the agreement, deliveries, invoicing, after-sales service, warranty handling and legal obligations (such as accounting). Processing is based on the execution of the agreement, legal obligations or the legitimate interest of Hego Mobile BV. Data is only shared with third parties when necessary for the execution of the agreement (such as delivery services, repair partners or accounting firms) or when required by law. Data is never sold to third parties.

Personal data is retained for as long as necessary for the intended purposes, in compliance with statutory retention periods.

The customer always has the right to access, rectification, restriction of processing, portability, erasure and objection to processing. Requests may be sent to info@hegomobile.be. The customer also has the right to lodge a complaint with the Data Protection Authority (www.dataprotectionauthority.be).