

Oberstraße 3, 47829 Krefeld, Germany

Phone: +31 6 22 97 10 53

E-mail: info@restposten.eu

W: www.restposten.eu

General Terms & Condition Restposten.eu GmbH

Art. 1: Definitions

Seller: Restposten.eu GmbH

Buyer: The person with whom Restposten.eu GmbH has concluded a purchase agreement, as well as the person to whom Restposten.eu GmbH has made an offer.

Art. 2: Applicability

2.1

These general terms and conditions are, with the express exclusion and amendment of all purchase, general or other terms and conditions of the buyer, applicable to all offers, all agreements, the formation, the content, and the implementation thereof, made by Restposten.eu GmbH to and / or entered into with the buyer.

2.2

Deviations from these terms and conditions are only binding for Restposten.eu GmbH if they have been agreed in writing and Restposten.eu GmbH has confirmed them in writing. Agreed deviations have no consequences for the validity of the other provisions and never apply to more than one transaction, being the transaction for which the written deviation has been agreed. Buyer cannot derive any rights from an agreed deviation for future agreements.

2.3

These terms and conditions also apply to all agreements with the buyer for the performance of which third parties (must) be involved.

2.4

Restposten.eu GmbH is at all times authorized to change these general terms and conditions.



CoC: HRB 19829



VAT: DE333321225



Steuer-Nr.: 345/5870/5603

TERMS AND CONDITIONS

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Art. 3: Formation of agreements

3.1

All offers, quotations, and quotations made in whatever way and / or wherever, are always without obligation, unless stated otherwise. After acceptance of an offer, this offer can be revoked by Restposten.eu GmbH immediately after acceptance.

3.2

Statements provided by Restposten.eu GmbH in images, catalogs, drawings or otherwise, regarding dimensions and weights, as well as all other specifications appearing in price lists, offers and / or order confirmations and advertising material are considered to be approximate and without obligation and binding Restposten.eu GmbH does not. Restposten.eu GmbH accepts no liability whatsoever for any inaccuracies.

3.3

If a term has been set for the acceptance of an offer, the acceptance of the offer is only valid if it takes place within the set term. An electronic acceptance of an offer by the buyer is only valid if it has been confirmed by Restposten.eu GmbH. If no term for acceptance has been set, the offer will remain in force for two working days, provided the subject of the offer has remained unsold.

3.4

If the acceptance by the other party (also on minor points) deviates from the offer included in the quotation, Restposten.eu GmbH is not bound by it. The agreement will then not be concluded by this deviating acceptance unless Restposten.eu GmbH indicates otherwise.

3.5

The conclusion of agreements by Restposten.eu GmbH with the buyer can be made dependent on a by Restposten.eu GmbH before the conclusion of the agreement, an investigation into the creditworthiness of the buyer.



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Art. 4: Goods

4.1

The goods included in the offer will be purchased by the buyer immediately. The buyer buys the goods as stated in the offer regarding weight, number, type, composition, and quality. The buyer buys at his own risk. Statements and statements about the condition of the goods are indicative and do not bind Restposten.eu GmbH.

4.2

The condition of the goods is described by Restposten.eu GmbH in the offer and has the following descriptions:

New: = New

Used:

- A Grade: Used, tested & working, in good condition with normal user traces.
- B Grade: Used, tested & working, may be damaged or show heavy user traces.
- C Grade: Used, tested or untested (always indicated), condition of the article unknown, may be heavily damaged, incomplete, defective or something similar.

Any defects, faults, damages or other matters will always be found in the offers in the lists that belong to the relevant batch. This is indicated by means of Observation Codes (ObservCodes), on one of the last pages of the General Terms and Conditions you can find the explanation about this.

Return Trading gives NO guarantee whatsoever, not even on passwords (such as for example: login codes, bioslock, etc etc) that, in whatever form, can be present on devices without this being known or unknown! In addition, batteries (and their condition) are never tested or checked.



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4.3

Goods can be viewed by the buyer. The buyer can make an appointment with Restposten.eu GmbH to view the goods.

4.4

Goods are in the condition "AS-IS", which means that the goods are sold / bought in the condition as they are at the time of the offer or if the buyer wishes to view the goods at the time of viewing.

4.5

Restposten.eu GmbH does not guarantee the completeness of the goods, the efficient, proper, safe or durable functioning, the usability or the economic usefulness or whether or not they comply with any legal requirement thereof.

4.6

After delivery and payment, goods can no longer be returned.

Art. 5: Prices

5.1

The prices in offers and quotations of Restposten.eu GmbH are exclusive of VAT and other government levies unless explicitly stated otherwise.

5.2

Prices are always quoted on the basis of the prices applicable at the time of the agreement. When one of the cost price factors is increased after the conclusion of the agreement and before its full implementation, Restposten.eu GmbH is entitled to increase the agreed price. If the price increase referred to here is more than 10%, the buyer has the right to dissolve the agreement within eight days after the announcement of the price increase by Restposten.eu GmbH.



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Art. 6: Delivery period and delivery / acceptance

6.1

Delivery times in offers / quotations of Restposten.eu GmbH is indicative and does not entitle the buyer to dissolution or compensation if they are exceeded unless explicitly agreed otherwise.

6.2

Delivery takes place at the registered address of Restposten.eu GmbH unless explicitly stated otherwise in writing.

6.3

If the contractor / buyer refuses to immediately receive or collect the goods offered by Restposten.eu GmbH, all resulting costs (including freight and storage costs) are at the expense and risk of the buyer.

6.4

Restposten.eu GmbH is entitled to deliver the goods in parts. Restposten.eu GmbH is entitled to invoice the delivered goods separately.

6.5

If any delivery period stated by Restposten.eu GmbH or agreed with the buyer is exceeded, Restposten.eu GmbH will only be in default in this respect after the buyer has given Restposten.eu GmbH written notice of default and has granted Restposten.eu GmbH a reasonable period to fulfill its obligations towards the buyer and fulfillment thereof within this period.

6.6

If this latter term is exceeded, the buyer will be entitled to dissolve the agreement. In that case, the buyer has no right to compensation and no right, with or without judicial authorization, to carry out or have carried out activities for the execution of obligations under the agreement for the account of Restposten.eu GmbH, unless the latter term has been exceeded. is the result of intent or gross negligence on the part of the management of Restposten.eu GmbH and / or its managerial subordinates.



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6.7

In case of proven impracticability of the agreement as a result of force majeure or comparable circumstances, Restposten.eu GmbH has the right to consider the agreement as dissolved without being obliged to pay any compensation and with retention of the right to payment in proportion to the work carried out. part of the agreement, or to claim that the agreement is amended in such a way that fulfillment is still possible.

Art. 7: Changes and cancellation

7.1

Alteration or cancellation of the agreement by the buyer requires the express consent of Restposten.eu GmbH. Should Restposten.eu GmbH agrees to the cancellation of the agreement, it is entitled to invoice 20% of the agreed amount to the buyer.

7.2

If the agreement has been changed or canceled by the buyer, the buyer is obliged to compensate Restposten.eu GmbH for the resulting financial damage, including loss of profit.

Art. 8: Retention of title

8.1

Ownership of the delivered goods will only pass to the buyer if all invoices issued by Restposten.eu GmbH to the buyer have been paid. The buyer is expected to keep the goods until that moment for Restposten.eu GmbH.

8.2

The goods are at the risk of the buyer from the moment of the delivery or, insofar as the goods have not been accepted by the buyer, after the expiry of the delivery time.



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8.3

Restposten.eu GmbH reserves the ownership of the goods delivered or to be delivered to the buyer under the agreement until the buyer has fulfilled his payment obligations of all that is owed to Restposten.eu GmbH as well as all other obligations towards Restposten.eu GmbH, including any claims of Restposten.eu GmbH on the buyer in connection with the failure of the buyer to fulfill his obligations towards Restposten.eu GmbH. Restposten.eu GmbH is entitled if the buyer fails to fulfill his obligations towards Restposten.eu GmbH, to take back all goods that have been delivered to the buyer. The buyer gives Restposten.eu GmbH or its designated representative permission to enter its company premises, warehouses, factory halls, construction site, etc. All costs related to the reclamation, recovery, and return of the goods subject to retention of title are at the expense of the buyer.

8.4

The buyer undertakes not to perform any acts of disposal with regard to the goods referred to in paragraph 3, such as pledging, or otherwise to encumber these goods or to hand them over to third parties, except insofar as the buyer has fulfilled all his obligations referred to in paragraph 1 at that time.

8.5

In the event that a third party wishes to seize or take possession of the goods of the buyer and these goods are still subject to retention of title for the benefit of Restposten.eu GmbH, the buyer undertakes to demonstrate to the said third party that retention of title.

8.6

In the event that the buyer acts contrary to the obligations referred to in this article, Restposten.eu GmbH has the right to remove and take back all goods delivered by it from the buyer and / or the third party. The buyer is obliged to fully cooperate with Restposten.eu GmbH in this regard, in particular by granting or having granted access to the company or other areas used by it or persons designated by it. The buyer gives permission for this now for then and also takes care of the permission of the aforementioned third party.



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Art. 9: Payment

9.1

Payment of the amounts charged by Restposten.eu GmbH to the buyer must be made before the agreed date of delivery in the manner indicated by Restposten.eu GmbH, or in cash upon delivery / collection of the goods, unless otherwise agreed. All payment terms are to be regarded as deadlines unless expressly agreed otherwise in writing. Any right of offset of the buyer, for whatever reason and for whatever reason, is expressly excluded.

9.2

Objections to invoices sent by Restposten.eu GmbH to the buyer do not suspend his payment obligation.

9.3

If payment is not made by the buyer within the set term, all outstanding invoices are immediately due and payable without notice of default. This is also the case if there is a moratorium on payments, bankruptcy, or receivership on the part of the buyer.

9.4

If the buyer does not pay, does not pay on time, or not in full, he will owe the statutory (commercial interest) on the outstanding invoice amount without prior notice of default, whereby part of a month is counted as a whole month.

9.5

If the buyer is in default in the (timely) fulfillment of his obligations, these extrajudicial collection costs will be due in accordance, without prejudice to the other rights accruing to Restposten.eu GmbH, such as those to compensation or fulfillment.

9.6

Payments made by the buyer serve respectively to settle the costs owed, interest, and subsequently the due and payable invoices that have been outstanding the longest, even if the buyer states that the payment relates to another invoice.



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9.7

Restposten.eu GmbH is entitled to suspend the fulfillment of its obligations until the buyer has fulfilled all its due and payable obligations.

Art. 10: Warranty

10.1

Restposten.eu GmbH does not provide any guarantee on the goods it supplies.

10.2

If a manufacturer's warranty applies to an item delivered by Restposten.eu GmbH, the buyer will have to arrange / settle this directly with the relevant manufacturer, whereby the rules applicable at the relevant manufacturer apply. Whether or not to grant a manufacturer's warranty is reserved for the respective manufacturer.

Art. 11: Liability

11.1

Restposten.eu GmbH is not liable for any damage suffered or to be suffered by the buyer (or third parties), of whatever nature and / or extent, related to or arising from the execution of the agreement, including damage to the property or goods belonging to the buyer or third parties, as well as indirect damage, including, for example, trading loss, consequential damage, lost profit, lost savings and damage due to business interruption, unless there is intent or gross negligence on the part of Restposten.eu GmbH.

11.2

Restposten.eu GmbH is only liable for damage suffered by the buyer insofar as this damage is covered by liability insurance of Restposten.eu GmbH.

11.3

Restposten.eu GmbH is never liable towards the buyer for damage and / or costs, of whatever nature and / or extent, which are in any way related to or result from actions, negligence, errors and / or the quality of goods delivered by third parties engaged by Restposten.eu GmbH in the execution of the agreement, unless this damage is partly caused by intent or gross negligence on the part of Restposten.eu GmbH.



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11.4

If and insofar as, despite the provisions of the aforementioned paragraphs, Restposten.eu GmbH has any liability towards the buyer in any capacity and / or for whatever reason, this liability is limited to a maximum of the invoice amount (excluding turnover tax), which the buyer has been charged for the delivered goods in which the cause of the damage lies, with a maximum of € 1,000. The foregoing does not apply in the event of intent or gross negligence on the part of Restposten.eu GmbH. A series of related claims / events counts as one claim / event.

11.5

Insofar as the buyer has not yet been invoiced, in the aforementioned text, "invoice amount" should be read as the agreed fixed price or current rate that would be charged to the buyer for the goods delivered or goods to be delivered, in which the cause of the damage.

Art. 12: Indemnity

The buyer indemnifies Restposten.eu GmbH against all claims from third parties with regard to damage in connection with the goods delivered / executed agreements by Restposten.eu GmbH, unless it is established by law that these claims are the result of intent or can be equated with this. gross negligence on the part of Restposten.eu GmbH and the buyer moreover demonstrates that he cannot be blamed for this.



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Art. 13: Force majeure

13.1

Force majeure means a shortcoming that cannot be attributed to Restposten.eu GmbH. This in any case includes a shortcoming as a result of:

- a. Stagnation in the supply at the supplier (s) of Restposten.eu GmbH;
- b. serious business disruptions at Restposten.eu GmbH;
- c. Transport stagnation;
- d. Government measures, including import and export bans and import and export barriers.

13.2

In case of permanent force majeure, Restposten.eu GmbH is entitled to dissolve the agreement with the buyer extrajudicially by means of a written statement without judicial intervention. Restposten.eu GmbH is not liable to the buyer for any damage suffered by the buyer, of whatever nature and extent.

13.3

In case of temporary force majeure Restposten.eu GmbH is entitled to extend the terms within which the agreement must be performed by the time during which the temporary impediment applies or to dissolve the agreement in whole or in part, whereby the buyer in case of suspension and / or full or partial dissolution is not entitled to compensation. If said foreclosure lasts longer than one month, the buyer can demand the (partial) dissolution of the agreement, without the buyer being entitled to compensation, without prejudice to the buyer's (payment) obligations with regard to the work already done by Restposten.eu GmbH performed part of the agreement.



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13.4

If Restposten.eu GmbH has already partially fulfilled its obligations when the force majeure commences or can only partially fulfill its obligations, Restposten.eu GmbH is authorized to invoice separately for the already performed or the part of the agreement to be performed.

Art. 14: Termination, compensation, and forfeiture

14.1

If the buyer does not, not timely or properly fulfill one or more of his obligations (including payment obligations) towards Restposten.eu GmbH, Restposten.eu GmbH is entitled - without prejudice to all other rights accruing to Restposten.eu GmbH - the fulfillment of its obligations. to suspend towards the buyer until the buyer has fully fulfilled his obligations towards Restposten.eu GmbH.

14.2

Restposten.eu GmbH has, in addition to all other rights accruing to it, the right to fully or partially dissolve the agreement concluded with the buyer, without (further) prior notice of default or judicial intervention, by means of a written extrajudicial statement, without prejudice to the right for compensation of costs, damage, and interest, if:

- A. there is permanent force majeure as referred to in Article 14 of these general terms and conditions;
- B. buyer does not, not timely or not properly fulfill one of the obligations under the agreement;
- C. the buyer applies for a moratorium or is granted a (provisional) moratorium on payments;
- D. the buyer's bankruptcy is filed or the buyer himself files for bankruptcy;
- E. the buyer offers his creditors a (private) composition or (for this purpose) convenes a meeting of creditors or if the application is requested or granted with regard to the buyer of the Natural Persons Debt Restructuring Act;



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F. conservatory or executory attachment is levied against the buyer;

G. a buyer is a legal person and the legal person is dissolved, liquidated and / or the buyer's business activities are actually discontinued or moved to a place outside the Netherlands, or, if the buyer is a natural person, the buyer dies or is no longer in power to carry on a business;

H. other circumstances arise which jeopardize the remedies of Restposten.eu GmbH.

All this:

- Applies without any obligation to pay compensation on Restposten.eu GmbH.
- In that case Restposten.eu GmbH has the right to remove and take back all goods delivered by it.
- The buyer is obliged to fully cooperate with Restposten.eu GmbH in this regard, in particular by granting or having granted access to the company or other areas used by it or persons designated by it. The buyer gives permission for this now for then.
- The costs of taking back, storing and selling these items are at the expense of the buyer.

Restposten.eu GmbH has the right either to keep the goods in its possession until the buyer has fully fulfilled his obligations, including interest, costs, and compensation or to sell the goods to third parties, in which case the net proceeds will be deducted from the total amount owed by the buyer.

- In the event that the agreement is dissolved, Restposten.eu GmbH is entitled to compensation by the buyer of the financial damage suffered unless the dissolution is the result of default or force majeure on the part of Restposten.eu GmbH.



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Restposten.eu GmbH is only in default if it has received written notice of default from the buyer, in which it is still given a reasonable period in order to fulfill its obligations and if compliance is not fulfilled within this period.

- Without prejudice to the foregoing, the claims of the buyer expire one year after their occurrence.

Art. 15: Export / Import

Certain Products and associated technology sold by Restposten.eu GmbH are subject to the export control laws of the United States, the European Union and / or other countries, except boycott laws ("Export Laws"). Customer will comply with these Export Laws and obtain any required license or title for the transfer, export, re-export or import of the Products and associated technology. Customer will not export or re-export the Products and associated technology to countries or entities where such export or re-export is prohibited, including those countries or entities sanctioned or embargoed in the United States, European Union or other countries. applies. Customer will not use the Products and associated technology in connection with chemical, biological or nuclear weapons, missile systems (including ballistic missile systems, space launch vehicles and sounding missiles) or unmanned aerial vehicles that can perform the same, or for the development of weapons of mass destruction.

Art. 16: Applicable law / competent court

16.1

Dutch law applies to all legal relationships between Restposten.eu GmbH and the buyer, including offers, quotations and agreements. The United Nations Convention on Contracts for the International Sale of Goods, concluded in Vienna, does not apply.



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16.2 Contrary to the legal rules for the jurisdiction of the civil court, any dispute between the parties, if the Court has jurisdiction, will be settled by the District Court. Restposten.eu GmbH, however, remains entitled to summon the other party to appear before the competent court according to the law or the applicable treaty or to submit the dispute to arbitration.



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Restposten.eu GmbH Grading Overview – Explanation

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- B Grade: Used condition, tested & functional, can be moderately damaged or have heavy signs of usermarks.
- C Grade: Used condition, tested or not-tested (it will always be mentioned), condition of item unknown, can be damaged, incomplete or have similar issues.

Observation Codes Explanation (ObservCode) For Computer Systems & Laptops

BAT BATTERY

BATA1 broken or loose latch on battery

BATF1 battery charge duration under 30 min

BATF2 battery not charging

BATF3 swollen battery

BATM1 missing battery

CAB CABINET

CABA1 minor cosmetic blemishes on cabinet

CABA2 cracks, scratches or unremovable stains on cabinet

CABA3 faded color ok cabinet plastic

CABA4 peeling paint on cabinet

CABA5 dented metal lid

CABA6 permanent security marks on cabinet

CABA7 minor breakage on cabinet

CABA8 major breakage on cabinet

CABF1 loose laptop hinges

CABF2 broken laptop hinges

CABF3 missing or broken latch on laptop lid

CABF4 faulty fan

CABM1 missing cosmetic parts

CABM2 missing essential parts

CABM3 missing fan

CABM4 missing or unreadable number on case



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HDD HARDDRIVE

HDDF1 bad sectors in hard drive
HDDF2 noisy hard drive
HDDF3 defective hard drive
HDDF4 unknown password
HDDF5 incompatible hard drive
HDDM1 missing hard drive caddy
HDDM2 missing hard drive

KEY KEYBOARD

KEYA1 worn keys
KEYF1 non-working key(s) on keyboard
KEYF2 loose key(s)
KEYF3 unuseable keyboard
KEYF4 loose keyboard
KEYM1 missing keycap(s)

LCD LAPTOP LCD

LCDA1 light scratches on LCD, not visible when turned on
LCDA2 deep scratches or unremovable stains on LCD
LCDA3 pressure marks on LCD
LCDF1 LCD low brightness
LCDF2 LCD spots of white light
LCDF3 few or scattered dead/lit pixels
LCDF4 line of dead/lit pixels on LCD
LCDF5 area of dead/lit pixels on LCD
LCDF6 LCD unbalanced RGB colors
LCDF7 unuseable LCD - dark, no image, other defects
LCDF8 broken LCD glass
LCDM1 missing stylus

NET NETWORK

NETF1 non-working wired LAN
NETF2 non-working wifi
NETF3 non-working bluetooth
NETF4 non-working WLAN



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OPT OPTICAL DRIVE

OPTA1 optical drive - cosmetic defects

OPTF1 optical drive tray does not eject

OPTF2 noisy optical drive

OPTF3 defective optical drive

OPTM1 missing optical drive

POI POINTING DEVICE

POIA1 touchpad - worn button(s)

POIA2 scratched or stains on touchpad

POIF1 touchpad - inaccurate movement

POIF2 touchpad - defective left button

POIF3 touchpad - defective right button

POIF4 defective touchpad

POIM1 touchpad - missing button(s)

GEN GENERIC

GENA2 - major cosmetic defects

GENF1 - non-working product - zero activity

GENF2 - non-working product - errors on startup

GENF3 - non-working product - broken

GENF4 - Unknown password on startup

GENF5 - defective ram

GENF6 - defective or damaged motherboard

GENF7 - broken LCD

GENM1 - missing ram

GENM2 - missing hard drive

GENM3 - missing processor

GENM4 - missing motherboard

GENM5 - missing power supply unit

GENM6 - missing videocard



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Observation Codes Explanation (ObservCode) For Smartphones & Tablets

BAT BATTERY

BATF1 low battery charge duration

BATF2 battery not charging

BATM1 missing battery

CAB CABINET

CABA1 minor cosmetic blemishes on cabinet

CABA2 major cosmetic blemishes on cabinet

CABA3 permanent security marks on cabinet

CABF1 broken or unusable physical button(s)

CABM1 missing cosmetic parts

CABM2 missing back cover or other essential part

CAM CAMERA

CAMF1 defective front camera

CAMF2 front camera - poor quality image

CAMF3 defective back camera

CAMF4 back camera - poor quality image

LCD - LCD

LCDA1 light scratches on LCD not visible when turned on

LCDA2 deep scratches or unremoveable stains on LCD

LCDA3 glass cracked but LCD fully usable

LCDF1 LCD - low brightness

LCDF2 LCD - spots of white light

LCDF3 LCD - few or scattered dead/lit pixels

LCDF4 line of dead/lit pixels on LCD

LCDF5 area of dead/lit pixels on LCD

LCDF6 LCD - unbalanced RGD colors

LCDF7 unuseable LCD - dark, no image, other defects

LCDF8 unuseable LCD - glass cracked

LCDF9 touch LCD malfunction



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OTH OTHER

OTHF1 unable to establish a call or poor quality

OTHF2 microphone not working or poor quality

OTHF3 vibration not working

OTHF4 flashlight not working

OTHF5 proximity sensor not working

OTHF6 accelerometer not working

OTHF7 GPS not working

OTHF8 unknown iCloud password

OTHM1 SD card required and missing

POR PORTS

PORF1 USB - no data connection

PORF2 unuseable USB port

PORF3 unuseable headset port

PORF4 unuseable SD-card reader

PORF5 unuseable SIM card reader

POW POWER SUPPLY

POWF1 power adapter - peeled cable, broken connector

POWF2 defective power supply unit / adapter

POWM1 missing power adapter / USB cable

SND SOUND

SNDF1 no sound on loudspeaker

SNDF2 poor quality sound

Voor meer informatie, vragen of opmerkingen over de observatie codes, kunt u contact met ons opnemen.

For more information, questions or comments about the observation codes, you can always contact us.



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