



DELIVERY CONDITIONS (in addition to the general delivery conditions of STIBA)

Warranty provisions for supplied parts:

We provide a warranty on the following parts (unless stated otherwise):

- Bodywork with an A1 or A2 quality code
- Engine or gearbox with < 50,000 km
- Warranty on engines, gearboxes and turbochargers applies only if the supplied installation instructions have been followed correctly

No warranty on:

- Timing belt and cylinder head gasket damage
- Work and/or parts related to the installation of the supplied part
- Engine auxiliary components

Returns:

- Supplied parts (excluding electronic components such as computers, ECU, relays, modules, media, navigation and semi-electronic components) may be returned within 8 days
- Incorrectly ordered parts will not be accepted for return
- Returns after 8 days will not be accepted
- Old engines, gearboxes and turbochargers must be returned to us within 1 month
- Shipping and return costs are at the customer's expense
- Labour costs are not reimbursed



ENGINES

Installation instructions:

BEFORE INSTALLING THE ENGINE, WE STRONGLY ADVISE REVIEWING THE FOLLOWING:

- Check whether the supplied engine matches your engine; determine the cause of the original damage and carry out the necessary repairs
- The engine is supplied without oil
- Check all gaskets, hoses, hose clamps and seals; replace if in doubt
- Recommendation: replace the timing belt/chain, tensioner, rollers and water pump (no warranty applies to these parts)
- Check oil seals for leaks (no warranty applies)
- Install and check all auxiliary components according to factory specifications
- Use original electronic components and wiring looms belonging to the vehicle as much as possible
- Check whether the fuel system is of the same brand and type (retrofit if necessary)
- For 1.4 and 1.6 HDI engines, fuel pump and injector numbers must match; otherwise injectors must be programmed using diagnostic equipment and the pump must be transferred
- Check whether the flywheel is identical (otherwise transfer)
- Check engine mounts and replace if necessary
- Thoroughly clean reused components such as intake parts
- Check exhaust system for contamination (old damage may cause blockage of catalytic converter or DPF, which may damage the newly installed engine). Replace if in doubt
- Turbo engines: ensure all accessories such as hoses and intercoolers are thoroughly cleaned
- Engines with immobiliser (diesel): transfer the immobiliser or complete fuel pump
- Replace oil filter and sump plug washer
- Fill all engine fluids according to factory specifications (never use old fluids or engine oil) and install new filters
- Observe installation and removal procedures according to factory data, torque values, etc.
- Check cooling system for sufficient flow capacity and ensure it is properly bled
- Check whether the radiator heats up evenly
- Check operation of the cooling fan
- Check all engine management system settings

The above information is intended solely as advice to our customers. No rights can be derived from this information.

Manufacturer guidelines always take precedence.

It is strongly recommended to have the engine installed by a certified automotive workshop.



TURBOCHARGER

BEFORE INSTALLING THE TURBOCHARGER, WE STRONGLY ADVISE REVIEWING THE FOLLOWING:

- Check whether the supplied turbocharger matches your vehicle
- Check the turbo pressure sensor for correct operation
- Remove oil supply and return lines
- Clean them thoroughly and check flow and condition of the lines
- Replace oil supply line and banjo bolt; do not use liquid sealants
- Replace the suction pipe in the oil pan and install a new air filter
- Clean all turbo hoses, intercooler (if present), intake and exhaust manifolds
- Cleaning is essential due to possible remaining metal particles
- Check crankcase ventilation for contamination and clean if necessary
- Check whether the catalytic converter and/or diesel particulate filter are clogged or heavily contaminated
- Replace engine oil and oil filter
- Start the engine without ignition (disable diesel injection/ignition) to build oil pressure; this may take some time after cleaning the oil lines
- Let the engine idle for several minutes
- Check oil pressure
- Increase engine speed only after confirming sufficient oil supply to the turbocharger
- Check hoses and lines for leaks
- Check all engine adjustments
- Adjust the wastegate if necessary
- Retighten bolts when engine is warm

The above information is intended solely as advice to our customers. No rights can be derived from this information.

Manufacturer guidelines always take precedence.



GEARBOX

BEFORE INSTALLING THE GEARBOX, WE STRONGLY ADVISE REVIEWING THE FOLLOWING:

- Check whether the supplied gearbox matches your gearbox; determine the cause of the original damage and carry out necessary repairs
- Before installation, inspect the flywheel for wear (dual-mass flywheel play/damping)
- Check flywheel for blue heat spots, which may cause vibrations during acceleration
- Inspect clutch release lever for deformation or cracks
- Ensure all alignment dowels are present in the gearbox
- Check gearbox and engine oil seals prior to installation; replace if in doubt
- Lubricate the input shaft before installation
- Never reuse the oil cooler from the old gearbox due to contamination or metal particles
- Always install an original clutch to prevent rattling or noise issues from non-original clutches
- When replacing the guide sleeve over the input shaft, ensure spacers are reinstalled with the new sleeve
- Always check the intermediate bearing and bearing support for play and rotation of the outer bearing race
- Ensure the torque converter does not disengage during installation, as this may damage the oil pump
- Secure the automatic transmission first, then install the torque converter
- Tighten components using correct factory torque specifications
- Install gearbox according to factory specifications
- Install drive shafts according to factory specifications and check dust boots
- Gear selector rods and cables must be adjusted correctly
- Install a new drain plug washer
- Fill the gearbox according to dealer specifications (correct oil type and quantity)
- No warranty on seals and clutch components
- Recommendation: update the automatic transmission control unit if required

The above information is intended solely as advice to our customers. No rights can be derived from this information.

Manufacturer guidelines always take precedence.

It is strongly recommended to have the gearbox installed by a certified automotive workshop.



RULES OF THE ASSOCIATION – ANNEX C
GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. Applicability

1.1

These general terms and conditions apply to agreements entered into by STIBA members for the sale and/or delivery of used vehicle parts and to the performance of such agreements.

The STIBA Warranty Conditions apply to agreements for the sale and/or delivery of used vehicle parts.

1.2

STIBA members are those companies that have been admitted as members by the Board of STIBA pursuant to Article 3 of the Articles of Association of said Association and that are recognizable by the STIBA emblem. STIBA members can also be found on the STIBA website.

1.3

Deviations from and/or additions to these general terms and conditions shall only be binding on the STIBA member insofar as such deviations and/or additions have been expressly and explicitly agreed upon in writing. If the buyer refers to its own terms and conditions, these general terms and conditions shall apply exclusively, unless expressly agreed otherwise.

2. Agreement

2.1

If the agreement is entered into in writing or electronically, it shall be concluded on the date on which the contract is signed by the STIBA member or, as the case may be, on the date on which the written or electronic order confirmation is sent by the STIBA member.

2.2

Oral undertakings made by, and agreements concluded with, subordinate employees of the STIBA member shall not bind the STIBA member unless and insofar as such undertakings and agreements have been confirmed in writing or electronically by the STIBA member.



3. Prices

3.1

Unless stated otherwise, all amounts are exclusive of any deductions or discounts and inclusive of VAT, whether or not calculated under the VAT margin scheme applied by the dismantling company.

3.2

Prices are calculated for delivery ex works, unless expressly stated otherwise.

3.3

Quoted prices, items offered for sale, and specifications included in general offers are non-binding. They do not bind the STIBA member, and the buyer cannot derive any rights therefrom, unless otherwise agreed or expressly stated.

4. Delivery

4.1

Delivery shall take place ex workshop, warehouse, or shop, at the discretion of the STIBA member. The buyer is obliged to take delivery, unless the STIBA member has no reasonable interest in enforcing such obligation.

4.2

Once the goods are ready for delivery or dispatch, the risk of all direct and indirect damage caused to or by the goods shall pass to the buyer, except insofar as such damage is attributable to gross negligence on the part of the STIBA member.

If, after written notice of default, the buyer remains in default with respect to taking delivery of the goods, the STIBA member shall be entitled to dissolve the agreement without judicial intervention and to charge the buyer for storage costs.

4.3

The sold goods shall be delivered “as is”, in the condition in which they are at the time the agreement is concluded.



4.4

Transport and shipment of sold goods by the STIBA member shall take place entirely at the buyer's expense and risk.

5. Delivery Period

5.1

Delivery periods shall be determined by the STIBA member in consultation with the buyer and are indicative only. Delivery periods shall never be regarded as strict deadlines. The delivery period commences upon oral or written order confirmation.

5.2

In the event of late delivery, the STIBA member shall not be liable for any damage suffered by the buyer as a result thereof, unless the buyer has given the STIBA member written notice of default and granted the STIBA member a period of at least half of the originally agreed delivery period in which to still fulfill its obligations.

5.3

To the extent permitted by law, the buyer may not dissolve the agreement due to exceeding the delivery period, unless the period referred to in the final sentence of paragraph 2 of this Article has elapsed and continued performance of the agreement can no longer reasonably be required of the buyer.

6. Payment

6.1

Unless agreed otherwise, payment shall be made in cash. In the case of distance selling, the STIBA member may offer various payment options, including iDEAL, PayPal, and credit cards in a secure environment, as well as the option of a one-time authorization.

The buyer's bank details shall not be stored by the STIBA member. The buyer acknowledges that payments made via the internet may involve risks and are made at the buyer's own risk. The STIBA member shall not be liable for the manner in which the buyer effects payment.

6.2

In the case of purchase on invoice, payment must be received within fourteen (14) days after the invoice date.



6.3

If payment is not made, not made on time, or not made in full on the due date, the buyer shall be in default by operation of law, without the need for a notice of default. The buyer shall then owe statutory interest on the outstanding amount, immediately due and payable, calculated per month or part of a month from the due date.

6.4

In the event referred to in paragraph 3 of this Article, the STIBA member shall be entitled, within the meaning of Article 7:44 of the Dutch Civil Code, to reclaim the purchased goods by means of an extrajudicial declaration. Such declaration shall dissolve the sale.

6.5

All costs, both judicial and extrajudicial – including the costs of collection agencies, bailiffs, and lawyers – incurred by the STIBA member in enforcing its rights against the buyer shall be borne by the buyer. Extrajudicial collection costs shall be calculated in accordance with the applicable statutory collection tariff.

7. Retention of Title

7.1

As long as the buyer has not fully fulfilled its payment obligations towards the STIBA member arising from or in connection with delivery, all delivered goods shall remain the property of the STIBA member.

7.2

The buyer shall not be entitled, as long as the goods have not been fully paid for, to resell, lend, pledge, or transfer ownership of the delivered goods to third parties.

7.3

The buyer shall bear the risk for unpaid goods with regard to all direct and indirect damage caused to such goods by the buyer himself or by any third party.



8. Defects / Complaints

8.1

The buyer is obliged to carefully inspect the delivered goods immediately after delivery for any defects, deviations from specifications, or other observable shortcomings.

Any identified defects must be reported to the STIBA member without delay and in any event within eight (8) days after delivery. Such notification must be made in writing and include a description of the defect, as well as the invoice and invoice number.

8.2

The buyer must allow the STIBA member to inspect the reported defect. Failure to comply shall result in forfeiture of the buyer's right to invoke defects that could reasonably have been discovered within the aforementioned period.

8.3

The buyer shall reimburse the STIBA member for the costs incurred as a result of unfounded complaints.

8.4

The provisions of this Article 8 shall apply with due observance of Article 8 of the STIBA Warranty Conditions.

9. Force Majeure

9.1

Any failure by the STIBA member to perform its obligations shall not be attributable to it if performance is hindered or rendered impossible due to circumstances beyond its control, whether foreseeable or not, including but not limited to:

- failure of suppliers or transporters;
- war, riots, or similar situations;
- sabotage, boycott, strikes, or occupation;
- machinery breakdowns;
- theft from warehouses;
- operational disruptions;



- government measures;
- adverse weather conditions;
- lightning strikes;
- fire.

9.2

In the event of force majeure, the STIBA member shall, to the extent permitted by law, not be liable for any resulting damage and shall be entitled to suspend performance of its obligations or to dissolve the agreement in whole or in part without judicial intervention and without any obligation to pay compensation.

10. Use of the Goods

10.1

The buyer shall use the delivered goods in accordance with their nature and intended purpose and in compliance with all statutory regulations and any instructions issued by the STIBA member.

10.2

If the buyer uses the goods contrary to paragraph 1 and holds the STIBA member liable for damage, the buyer shall bear the burden of proof that such damage is caused by a defect in the goods delivered by the STIBA member and not by improper use.

10.3

The STIBA member shall never be liable for personal injury if the buyer acts in violation of paragraph 1. To the extent permitted by law, the buyer shall indemnify the STIBA member against claims by employees or third parties, especially customers, who were not made aware of the applicable usage instructions.

11. Liability

11.1

The liability of the STIBA member, insofar as permitted by law, shall be limited to the invoice amount for damage arising from or in connection with deliveries for which it may be held legally liable.



11.2

Indirect or consequential damage, including loss of profit, reduced turnover, business interruption, or penalties payable to third parties, shall never be eligible for compensation, except where mandatory law provides otherwise.

11.3

Except where liability arises under Dutch law and to the extent permitted by law, the buyer shall indemnify the STIBA member against all third-party claims unless the buyer proves that the STIBA member is liable towards the buyer.

11.4

The buyer shall provide full cooperation in investigating the cause, nature, and extent of the damage, failing which the right to compensation shall lapse.

11.5

Article 9 of the STIBA Warranty Conditions shall apply accordingly.

12. Termination

12.1

Full or partial termination of the agreement shall take place by written declaration, after the buyer has given written notice of default and granted the STIBA member a reasonable period to remedy the failure.

12.2

The buyer shall not be entitled to terminate or suspend obligations if the buyer itself is already in default. Statutory rights of consumer buyers remain unaffected.

12.3

If the STIBA member agrees to termination without fault on its part, it shall be entitled to compensation for all financial losses, including costs, lost profits, and reasonable costs incurred in determining damage and liability.



12.4

In the event of partial termination, the buyer shall not be entitled to restitution of performances already rendered, and the STIBA member shall retain its right to payment, without prejudice to its right to claim damages.

13. Disputes

13.1

All transactions between the STIBA member and the buyer shall be governed exclusively by Dutch law.

13.2

All disputes shall first be submitted to the STIBA Complaints Committee, which shall decide in accordance with the STIBA Complaints Regulations.

13.3

The complaints procedure shall not affect the buyer's right to submit the dispute to the competent court.

Eemnes, May 2012