

General terms and conditions VOF car dismantling N. Vos

The general partnership Vof autodemontage N. Vos is registered with the Chamber of Commerce under number 10028967 and is located at Elsenpas 7 (6641 KM) in Beuningen.

Article 1 Definitions

1. In these general terms and conditions, the following terms are used with the following meaning, unless explicitly stated otherwise: 2. Company: The natural or legal person who acts in the exercise of a profession or business.
3. Consumer: The natural person who is not acting in the exercise of a profession or business.
4. Buyer: The Company or the Consumer who enters into a (remote) Agreement with the Seller.
5. Seller: The supplier of Products to the Buyer, hereinafter: Autodemontage Vos.
6. Offer: Any written Offer to Buyer for the delivery of Products by Seller.
7. Products: The Products offered by Autodemontage Vos are: various car parts, both used and refurbished.
8. Agreement: The purchase agreement that extends to the sale and delivery of Products purchased by the Buyer from Autodemontage Vos.
9. Website: The website used by Autodemontage Vos is: <https://carpartsvos.com/>

Article 2 Applicability 1.

These general terms and conditions apply to every Offer from Autodemontage Vos and every Agreement between Autodemontage Vos and a Buyer and to every Product offered by Autodemontage Vos.

2. Before a (distance) Agreement is concluded, the Buyer will have access to these general terms and conditions. If this is not reasonably possible, Autodemontage Vos will indicate to the Buyer how the general terms and conditions can be viewed, which in any case are published on the Autodemontage Vos website, so that the Buyer can easily store these general terms and conditions on a durable data carrier.
3. In exceptional situations it is possible to deviate from these general terms and conditions if this has been explicitly agreed in writing with Autodemontage Vos.
4. These general terms and conditions also apply to additional, amended and follow-up agreements with the Buyer. Any general and/or purchasing conditions of the Buyer being a Company are expressly rejected.
5. If one or more provisions of these general terms and conditions are partially or completely void or are voided, the other provisions of these general terms and conditions will remain in effect, and the void/nullified provision(s) will be replaced by a provision with the same purport as the original provision.
6. Uncertainties about the content, explanation or situations that are not regulated in these general terms and conditions must be assessed and explained in the spirit of these general terms and conditions.

Article 3 The Offer

1. All offers made by Autodemontage Vos are without obligation, unless expressly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be explicitly stated in the Offer. There is only question of an Offer if it has been laid down in writing.
2. Autodemontage Vos is only bound by the offer if the acceptance thereof is confirmed in writing by the Buyer within fourteen days. Nevertheless, Autodemontage Vos has the right to refuse an Agreement with a potential Buyer for a valid reason for Autodemontage Vos.
3. The Offer contains a description of the Product offered with associated prices. The description is detailed enough to enable the Buyer to make a proper assessment of the Offer. Obvious mistakes or errors in the Offer cannot bind Autodemontage Vos. Images and specific information in the Offer are only an indication and cannot be grounds for any compensation or dissolution of the Agreement (at a distance).
4. Delivery times and Terms stated in the Offer of Autodemontage Vos are indicative and do not entitle the Buyer to dissolution or compensation if they are exceeded, unless expressly agreed otherwise.
5. A composite quotation does not oblige Autodemontage Vos to deliver part of the goods included in the offer or offer at part of the quoted price.
6. If and insofar as there is an offer, this does not automatically apply to repeat orders. Offers are only valid until stocks last.

Article 4 Conclusion of the Agreement 1. The

Agreement is concluded at the moment that the Buyer has accepted an Offer from Autodemontage Vos by paying for the relevant Product.

2. An Offer can be made by Autodemontage Vos via the website, via e-mail and/or social media.

3. If the Buyer has accepted the Offer by concluding an Agreement with Autodemontage Vos, Autodemontage Vos will confirm the Agreement with the Buyer in writing, at least by e-mail.

4. If the acceptance deviates (on minor points) from the Offer, Autodemontage Vos is not bound by it.

5. Autodemontage Vos is not bound by an Offer if the Buyer could reasonably have expected or should have understood or should have understood that the Offer contains an obvious mistake or error.

The Buyer cannot derive any rights from this mistake or error.

6. Buyer being a Company is excluded from the right of withdrawal. The Buyer being a Consumer has the right to assert his right of withdrawal within the statutory period. If revocation is applicable, the Buyer will handle the Products and the packaging with care. The Buyer will only unpack or use the Product to the extent necessary to determine the nature, characteristics and (possible) functioning of the Product. The direct costs of returning the Product will be borne by the Buyer.

Article 5 Performance of the Agreement 1.

Autodemontage Vos will perform the Agreement to the best of its knowledge and ability.

2. If and insofar as the proper execution of the Agreement requires this, Autodemontage Vos has the right to have certain work performed by third parties at its own discretion.

3. The Buyer will ensure that all data, which Autodemontage Vos indicates are necessary or which the Buyer should reasonably understand are necessary for the performance of the Agreement, are provided to Autodemontage Vos in a timely manner. If the information required for the performance of the Agreement has not been provided to Autodemontage Vos in time, Autodemontage Vos has the right to suspend the performance of the Agreement.

4. In the performance of the Agreement, Autodemontage Vos is not obliged or obliged to follow the instructions of the Client if this changes the content or scope of the Agreement.

If the instructions result in additional work for Autodemontage Vos, the Client is obliged to reimburse the additional or additional costs accordingly.

5. Car dismantling Vos may require security from the Buyer or full advance payment before proceeding with the performance of the Agreement.

6. Autodemontage Vos is not liable for damage of any nature whatsoever caused by Autodemontage Vos relying on incorrect and/or incomplete information provided by the Buyer, unless this inaccuracy or incompleteness was known to Autodemontage Vos.

7. The Buyer indemnifies Autodemontage Vos against any claims from third parties who suffer damage in connection with the performance of the Agreement and which can be attributed to the Buyer.

Article 6 Delivery

1. If the commencement, progress or delivery of the Agreement is delayed because, for example, the Buyer has not provided all requested information or has not provided it in a timely manner, does not provide sufficient cooperation, the (down) payment has not been received on time by Autodemontage Vos or If any delay occurs due to other circumstances beyond the control of Autodemontage Vos, Autodemontage Vos is entitled to a reasonable extension of the delivery period. All agreed delivery terms are never strict deadlines. The buyer must give Autodemontage Vos written notice of default and grant him a reasonable period in which to deliver. The buyer is not entitled to any compensation due to the delay.

2. The Buyer is obliged to take delivery of the goods at the time when they are made available to him in accordance with the Agreement, even if they are offered to him earlier or later than agreed.

3. If the Buyer refuses to take delivery or is negligent in providing information or instructions necessary for the delivery, Autodemontage Vos is entitled to store the goods at the expense and risk of the Buyer.

4. If the Products are delivered by an external carrier, Autodemontage Vos is entitled, unless agreed otherwise in writing, to charge (any) delivery costs. These costs will be invoiced separately, unless expressly agreed otherwise.

5. If Autodemontage Vos requires information from the Buyer in the context of the execution of the Agreement, the delivery time will only commence after the Buyer has made all data required for the execution available to Autodemontage Vos.

6. If Autodemontage Vos has specified a term for delivery, this is indicative.

7. Autodemontage Vos is entitled to deliver the goods in parts, unless this has been deviated from in the Agreement

whether the partial delivery has no independent value. Autodemontage Vos is entitled to invoice the goods thus delivered separately.

8. Deliveries will only be made if the Buyer has paid all invoices, unless expressly agreed otherwise. Autodemontage Vos reserves the right to refuse delivery if there is a well-founded fear of non-payment.

Article 7 Packaging and transport

1. Autodemontage Vos undertakes vis-à-vis the Buyer to pack the goods to be delivered properly and secure them in such a way that they reach their destination in good condition under normal use.

2. The acceptance of goods without comments on the consignment note or the receipt serves as proof that the packaging was in good condition at the time of delivery.

Article 8 Inspection, complaints

1. The buyer is obliged to inspect or have inspected the delivered goods at the time of delivery, but in any case within fourteen days after receipt of the delivered goods, but only to unpack or use them to that extent insofar as this is necessary to be able to assess whether he retains the Product. In doing so, the Buyer must examine whether the quality and quantity of the delivered goods correspond with the Agreement and whether the Products meet the requirements that apply to them in normal (trade) traffic.

2. The Buyer is obliged to investigate and inform himself how the Product should be used and to test the Product in accordance with the instructions for use. Autodemontage Vos accepts no liability for incorrect use of the Product by the Buyer.

3. Any visible defects or shortcomings must be reported in writing to Autodemontage Vos after discovery at info@carpartsvos.com. The buyer has a period of fourteen days after delivery to do so. Non-visible defects or shortages must be reported within fourteen days after delivery after discovery. In the event of damage to the Product due to careless handling and/or installation by the Buyer, the Buyer is itself liable for any reduction in value and/or defects of the Product.

4. If the Buyer exercises his right of complaint, he is not entitled to suspend his payment obligation or to set off outstanding invoices. If the Buyer wishes to return defective goods, this will only be done with the prior written permission of Autodemontage Vos in the manner indicated by Autodemontage Vos.

5. If the Buyer, being a Consumer, uses his right of withdrawal, he will return the Product and all accessories, insofar as reasonably possible, in the original condition and packaging to Autodemontage Vos, in accordance with the return instructions of Autodemontage Vos. The direct costs for returns are at the expense and risk of the Buyer.

6. Refunds to the Buyer will be processed as soon as possible, but payment may take no more than 30 days after receipt of the return shipment. Repayment will be made to the previously specified account number.

7. In the absence of a complete delivery, and/or if one or more Products are missing, and this can be attributed to Autodemontage Vos, Autodemontage Vos will send the missing Product(s) or the remaining order at the request of the Buyer. Cancel. The confirmation of receipt of the Products is leading. Any damage suffered by the Buyer as a result of the (deviating) size of the delivery cannot be recovered from Autodemontage Vos.

Article 9 Prices

1. During the period of validity of the Offer, the prices of the Products offered will not be increased, except in the event of changes in VAT rates or other external influences such as changes in tax and/or other laws and regulations.

2. The prices stated in the Offer are exclusive of VAT, unless expressly stated otherwise.

3. The prices as stated in the Offer are based on the cost factors applicable at the time of concluding the Agreement, such as: import and export duties and any levies and taxes.

4. In the case of Products for which there are price fluctuations on the financial market and over which Autodemontage Vos has no influence, Autodemontage Vos can offer these Products at variable prices.

The Offer states that the prices are target prices and may fluctuate.

Article 10 Payment and collection

policy 1. Payment must be made in advance in the currency stated in the invoice via the specified payment method, unless the Parties have agreed otherwise.

2. The buyer cannot derive any rights or expectations from a budget issued in advance, unless the parties have expressly agreed otherwise.

3. The buyer must make a lump sum payment to the account number and details of Autodemontage Vos made known to him. Parties can only agree on a different payment term after explicit written permission from Autodemontage Vos.

4. If a periodic payment obligation of the Buyer has been agreed, Autodemontage Vos is entitled to adjust the applicable prices and rates in writing with due observance of a period of 3 months.

5. In the event of liquidation, bankruptcy, attachment or suspension of payment of the Buyer, the claims of Autodemontage Vos against the Buyer are immediately due and payable.

6. Autodemontage Vos has the right to have the payments made by the Buyer firstly deduct the costs, then deduct the accrued interest and finally deduct the principal sum and the current interest. Autodemontage Vos may, without being in default, refuse an Offer for payment if the Buyer designates a different order for the allocation. Autodemontage Vos may refuse full repayment of the principal sum if the accrued and current interest as well as the costs are not also paid.

7. If the Buyer does not meet his/her payment obligation, and has not fulfilled his/her obligation within the payment term of 14 days, the Buyer being a Company is in default. The Buyer, being a Consumer, will first receive a written reminder with a term of 14 days after the date of receipt of the reminder by the Buyer, being a Consumer, to still meet the payment obligation, including a statement of the extrajudicial costs if the Consumer does not pay within that term. fulfills its obligations before they are in default. Article 6:96 of the Dutch Civil Code to be calculated according to the graduated scale from the Decree on compensation for extrajudicial collection costs of 1 July 2012.

9. If Autodemontage Vos has incurred additional or higher costs that are reasonably necessary, these costs are eligible for reimbursement. The judicial and execution costs incurred are also for the account of the Buyer.

Article 11 Retention of title 1. All

goods delivered by Autodemontage Vos remain the property of Autodemontage Vos until the Buyer has fulfilled all the following obligations under all Agreements concluded with Autodemontage Vos.

2. The Buyer is not authorized to pledge or encumber in any other way the goods subject to retention of title if the ownership has not yet fully transferred to the Buyer.

3. If third parties seize the goods delivered under retention of title or wish to establish or enforce rights thereon, the Buyer is obliged to inform Autodemontage Vos of this as soon as may reasonably be expected.

4. In the event that Autodemontage Vos wishes to exercise its property rights referred to in this article, the Buyer already now gives unconditional and irrevocable permission and authorization to Autodemontage Vos or third parties to be designated by Autodemontage Vos to enter all those places where the properties of Autodemontage Vos and to take those things back.

5. Autodemontage Vos has the right to retain the Product(s) purchased by the Buyer if the Buyer has not yet (fully) fulfilled its payment obligations, despite an obligation to transfer or issue on the part of Autodemontage Vos. After the Buyer has fulfilled its obligations, Autodemontage Vos will endeavor to deliver the purchased Products to the Buyer as soon as possible, but no later than within 20 working days.

6. Costs and other (consequential) damage as a result of retaining the purchased Products are for the account and risk of the Buyer and will be reimbursed to Autodemontage Vos by the Buyer upon first request.

Article 12 Guarantee

1. Autodemontage Vos guarantees that the new Products comply with the Agreement, the specifications, usability and/or soundness stated in the Offer and the legal rules/regulations at the time of the conclusion of the Agreement.

2. The following applies to second-hand and refurbished products. The Buyer being a Company must, immediately after purchasing the Product, examine the Product to see whether it meets the Agreement. Autodemontage Vos expressly gives no guarantee on the second-hand products.

Autodemontage Vos declares that the product has been properly tested the moment the product leaves the warehouse. The Buyer cannot derive any rights from a defective Product of which the relevant defects are stated in the Offer.

If the Buyer is a Consumer, he is entitled to replacement of the Product if it is suspected that the

The Product has not complied with the Agreement upon delivery, if the deviation from the agreed upon becomes apparent within a period of 6 months after delivery, unless the nature of the Product or the nature of the deviation opposes this. The aforementioned is without prejudice to the fact that Autodemontage Vos is not responsible for the suitability of the Products for each individual application by the Buyer. The buyer must follow the regulations and instructions of Autodemontage Vos. The warranty offered is without prejudice to the fact that Autodemontage Vos is never responsible for the suitability of the Products for each individual application by the Buyer. The buyer must follow the regulations and instructions of Autodemontage Vos.

3. If the goods to be delivered do not comply with these guarantees, Autodemontage Vos will return the goods within a reasonable period of time after receipt thereof or, if return is not reasonably possible, a written notification of the defect by the Buyer, at the option of Autodemontage Vos, replace or arrange for repair.

In the event of replacement, the Buyer undertakes now to return the replaced item to Autodemontage Vos and to transfer ownership to Autodemontage Vos.

4. The warranty referred to in this regard does not apply if the defect has arisen as a result of improper or improper use or if, without the written permission of Autodemontage Vos, the Buyer or third parties have made changes or attempted to make changes to the item or have used it. for purposes for which the item is not intended or has been used under abnormal circumstances.

5. Any guarantees provided by Autodemontage Vos will lapse in the event of resale of the Product.

Article 13 Suspension and dissolution

1. Autodemontage Vos is authorized to suspend the fulfillment of its obligations or to dissolve the Agreement if the Buyer does not or not fully comply with the (payment) obligations under the Agreement.

2. In addition, Autodemontage Vos is authorized to dissolve the Agreement(s) existing between it and the Buyer, insofar as these have not yet been performed, without a judicial Agreement, if the Buyer does not timely or properly comply with the obligations for arise from any Agreement concluded with Autodemontage Vos.

3. In addition, Autodemontage Vos is authorized to dissolve the Agreement (or have it dissolved) without prior notice of default if circumstances arise of such a nature that fulfillment of the Agreement is impossible or can no longer be required according to standards of reasonableness and fairness, or if circumstances arise otherwise. which are of such a nature that unaltered maintenance of the Agreement cannot reasonably be expected.

4. If the Agreement is dissolved, the claims of Autodemontage Vos against the Buyer are immediately due and payable. If Autodemontage Vos suspends compliance with its obligations, it retains its claims under the law and the Agreement.

5. Autodemontage Vos always reserves the right to claim compensation.

Article 14 Force

majeure 1. Autodemontage Vos is not liable if it cannot fulfill its obligations under the Agreement as a result of a force majeure situation, nor can it be obliged to comply with any obligation if it is prevented from doing so as a result of a circumstance which is not attributable to its fault, and is not for its account under the law, a legal act or generally accepted views.

2. Force majeure is in any case understood, but is not limited to what is understood in this regard by law and jurisprudence, (i) force majeure of suppliers of Autodemontage Vos, (ii) failure to properly comply with obligations of suppliers that have been have been prescribed or recommended to Autodemontage Vos, (iii) defective goods, equipment, software or materials of third parties, (iv) government measures, (v) (vi) malfunction of the internet, data network and telecommunication facilities (by example due to: cybercrime and hacking) , (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transport problems, (x) strikes in the company of Autodemontage Vos and (xi) other situations that, in the opinion of Autodemontage Vos, fall outside its sphere of influence that impede compliance of its obligations temporarily or permanently.

3. Autodemontage Vos has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after Autodemontage Vos should have fulfilled its obligation.

4. Parties can suspend the obligations under the Agreement during the period that the force majeure continues. If this period lasts longer than two months, either party is entitled to dissolve the Agreement, without any obligation to pay damages to the other party.

5. Insofar as Autodemontage Vos are already partially at the time of the occurrence of force majeure

obligations under the Agreement have been fulfilled or will be able to fulfill them, and the fulfilled or to be fulfilled part has independent value, Autodemontage Vos is entitled to invoice the already fulfilled or to be fulfilled part separately. The Buyer is obliged to pay this invoice as if it were a separate Agreement.

Article 15 Limitation of liability 1. If the

performance of the Agreement by Autodemontage Vos leads to liability of Autodemontage Vos towards the Buyer or third parties, that liability is limited to the costs charged by Autodemontage Vos in connection with the Agreement, unless the damage is the result of intent or gross negligence on the part of Autodemontage Vos. In any event, liability is limited to the amount paid by the Insurance Company per event per year.

2. Autodemontage Vos is not liable for consequential damage, indirect damage, loss of profit and/or loss suffered, missed savings. Consumers are subject to a restriction in accordance with what is permitted under Article 7:24 paragraph 2 of the Dutch Civil Code.

3. Autodemontage Vos is not liable for and/or obliged to repair damage caused by the use of the Product. Autodemontage Vos provides strict installation, maintenance and use instructions that must be observed by the Buyer.

4. All damage to Products as a result of use is expressly excluded from liability (including traces of use, use damage, internal and external pollution, rust and paint damage, transport, freezing, overheating, overload, etc.).

5. Autodemontage Vos is never liable for damage caused by incorrect use and/or failure of any electronic component, whether or not built-in or connected to the Product.

6. If the Buyer engages an external third party, Autodemontage Vos is not obliged to reimburse costs if the third party engaged causes damage to the Products and/or the Buyer's car. 7. Autodemontage Vos is not liable for damage that is or may be the result of any act or omission as a result of (incomplete and/or incorrect) information on the website(s) or linked websites.

8. Autodemontage Vos is not responsible for errors and/or irregularities in the functionality of the website and is not liable for malfunctions or the unavailability of the website for any reason.

9. Autodemontage Vos does not guarantee correct and complete transmission of the content of and by/on behalf of Autodemontage Vos e-mail, nor for the timely receipt thereof.

10. All claims of the Buyer due to shortcomings on the part of Autodemontage Vos lapse if they have not been reported in writing and with reasons to Autodemontage Vos within one year after the Buyer became aware or could reasonably have been aware of the facts on which it bases its claims, except for intent and /or deliberate recklessness of Autodemontage Vos. All claims of the Buyer expire in any case one year after the termination of the Agreement.

Article 16 Transfer of risk

The risk of loss of or damage to the Products that are the subject of the Agreement transfers to the Buyer, being a company, the moment the goods leave the warehouse of Autodemontage Vos. For Consumers, the aforementioned risk passes to the Buyer if the Products are provided under the control of the Buyer and/or a Third Party designated by the Buyer. This is the case if the Products have been delivered to the Buyer's delivery address.

Article 17 Intellectual Property Rights 1. All

IP rights and copyrights of Autodemontage Vos rest exclusively with Autodemontage Vos and are not transferred to the Buyer.

2. The Buyer is prohibited from using the Products on which the intellectual property rights of Autodemontage Vos rest other than as agreed in the Agreement.

Article 18 Confidentiality 1.

Autodemontage Vos and the Buyer undertake to maintain the confidentiality of all confidential information obtained in the context of an assignment. The confidentiality arises from the assignment or from which one can reasonably expect that it concerns confidential information.

2. If Autodemontage Vos is obliged by virtue of a statutory provision or a court decision to (also) provide the confidential information to a third party designated by law or a competent court, and Autodemontage Vos cannot invoke a right of non-disclosure, Autodemontage Vos is not obliged to pay any compensation and the Buyer is not entitled to dissolve the Agreement.

3. Autodemontage Vos and Buyer also impose the obligation of confidentiality on third parties to be engaged by them.

Article 19 Privacy, data processing and security 1. Autodemontage Vos

handles the (personal) data of the Buyer and visitors to the website(s) with care.

If requested, Autodemontage Vos will inform the person concerned about this. Questions about the processing of personal data and further information can be submitted by e-mail to info@carpartsvos.com.

2. If Autodemontage Vos is required to provide information security under the Agreement, this security will comply with the specifications agreed upon and a security level that, given the state of the art, the sensitivity of the data, and the associated costs, is not unreasonable.

Article 20 Complaints

1. If the Buyer is not satisfied with the service or Products of Autodemontage Vos or otherwise has complaints about the Agreement, the Buyer is obliged to report these complaints as soon as possible, but no later than 14 calendar days after the relevant reason that led to the complaint. Complaints can be reported via info@carpartsvos.com or via the contact form on the Website with the subject "Complaint".

2. The complaint must be sufficiently substantiated and/or explained by the Buyer if Autodemontage Vos is to be able to handle the complaint.

3. Autodemontage Vos will respond substantively to the complaint as soon as possible, but no later than 14 calendar days after receipt of the complaint.

4. Parties will try to reach a solution together.

Article 21 Applicable law 1. Dutch

law applies to every Agreement between Autodemontage Vos and the Buyer. The applicability of the (CISG) Vienna Sales Convention is expressly excluded.

2. Autodemontage Vos has the right to unilaterally change these general terms and conditions. The most current version can be found on the Website.

3. All disputes arising from or as a result of the Agreement between Autodemontage Vos and the Buyer will be settled at the competent Court of Gelderland, Location Nijmegen, unless provisions of mandatory law lead to the jurisdiction of another court.