

GENERAL TERMS AND CONDITIONS – ALEXANDER CAR PARTS

Company details:

Alexander Car Parts

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These general terms and conditions apply to all offers, agreements, and deliveries of Alexander Car Parts, hereinafter referred to as "Alexander".

Article 1 – Applicability

1. These terms and conditions apply to all offers and agreements by Alexander, including distance sales. Both business and consumer customers within the Netherlands and the EU are covered.
2. By placing an order, the customer agrees to these terms.
3. Any terms from the customer are explicitly rejected.
4. If any clause is invalid or void, it will be replaced by a clause that comes closest to the intent. The remaining clauses remain in force.
5. Deviations are only valid if confirmed in writing.

Article 2 – Offers

1. Offers are non-binding unless a deadline is mentioned.
2. Verbal agreements are only valid after written confirmation.
3. Descriptions are as accurate as possible. Obvious errors do not bind Alexander.
4. Combined offers do not obligate Alexander to partial delivery.
5. Offers do not apply automatically to future orders.
6. Upon acceptance, an order confirmation will be sent.

Article 3 – Prices

1. All prices are excluding VAT, shipping, deposits, and other charges unless stated otherwise.
2. Shipping and packaging costs are shown during checkout.
3. Prices are in euros.
4. Price changes due to law or supplier changes are allowed.
5. Alexander is not liable for printing or typing errors.

Article 4 – Delivery Time

1. Delivery times are indicative, not binding.
2. For distance purchases, delivery within 30 days is not guaranteed.
3. If an item is not in stock, it will be delivered when available.
4. A replacement of equal value may be provided if not available.
5. In case of doubts about creditworthiness, Alexander may refuse the order or set conditions.

6. No compensation for late delivery unless due to intent or gross negligence.

Article 5 – Delivery

1. Delivery is from warehouse unless otherwise agreed.
2. If delivery arrangements differ, Alexander chooses the transport method.
3. If shipped free, Alexander bears the transport risk; otherwise, risk lies with the customer.
4. Transport damage must be noted immediately.
5. The customer must accept delivery. Refusals may result in storage/handling fees.
6. Risk transfers to the customer after delivery.
7. Unnecessary parts can be returned within 10 days with a 20% fee (min. €25). Specially dismantled parts cannot be returned.

Article 6 – Exchange Parts and Deposits

1. Exchange parts are subject to deposit terms. Only complete, undamaged, drained engines are accepted.
2. No returnable core = deposit is forfeited.
3. Packaging must be returned. Non-returned: €350 for frames, €50 for crates, €20 for pallets.



Article 7 – Inspection and Complaints

1. Customer must inspect goods upon receipt.
2. Visible defects: report within 8 working days (business) or 2 months (consumer).
3. Hidden defects: report within 8 working days of discovery (business), 2 months (consumer).
4. No report = no rights to repair/replacement.

Article 8 – Liability

1. No liability for incorrect info provided by customer.
2. Liability limited to invoice amount or insured sum.
3. No liability for consequential loss, lost profits, or installation costs.
4. Customer indemnifies Alexander from third-party claims.

Article 9 – Retention of Title

1. Delivered goods remain property of Alexander until full payment.
2. Goods may not be sold/pledged until fully paid.
3. Alexander may reclaim goods in case of payment issues.

Article 10 – Payment

1. Order = payment obligation.
2. Payment term: 14 days after invoice.
3. Late payment = default; 1.5% interest per month.
4. After 14-day reminder → collection costs owed.
5. Payments applied to interest/costs first.
6. All open amounts immediately due in case of default.
7. Prepayment/security may be requested.
8. Upon bankruptcy or debt restructuring, all is due.
9. Alexander may suspend delivery for non-payment.
10. Business customers may not offset or suspend payment.

Article 11 – Intellectual Property

All intellectual property remains with Alexander or its suppliers.

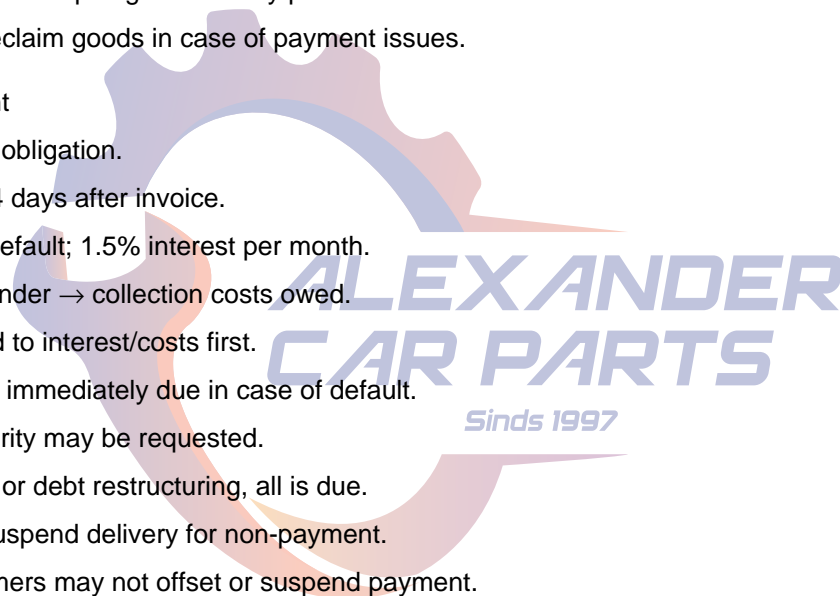
Article 12 – Privacy (GDPR)

1. Data is processed per GDPR regulations.
2. Data is shared only if necessary for execution or legal obligations.

Article 13 – Warranty (standard)

1. 6-month product warranty on parts.
2. Installation costs are not reimbursed.
3. Defect: choice of replacement part or refund.
4. No warranty on electronic parts.
5. Warranty only valid with correct installation and original invoice.

Article 14 – Additional Warranty Conditions



1. No warranty for misuse, tuning, incorrect installation, or bad oil/filters.
2. Warranty is non-transferable.
3. Warranty void in case of third-party damage or non-original parts.
4. No warranty for tuned cars or motorsport use.

Article 15 – Disputes and Applicable Law

1. Dutch law applies.
2. Court of Rotterdam has jurisdiction unless EU consumer law says otherwise.

Article 16 – Right of Withdrawal (consumers only, for distance sales)

1. 14-day withdrawal period after delivery.
2. Product may only be opened as in a shop.
3. Value loss for use beyond evaluation.
4. Withdrawal via form or clear message.
5. Return within 14 days after notice.
6. Product must be returned complete, undamaged, in original packaging.
7. Return cost/risk is the consumer's responsibility.
8. Refund within 14 days of return receipt.
9. Custom products are excluded from withdrawal right.

