

GENERAL TERMS AND CONDITIONS WEBSHOP (B2C)

Article 1 - Definitions

1. Autosloperij Kralingen BV, located in Rotterdam, Chamber of Commerce number 24163845, is referred to as the seller in these general terms and conditions.
2. The other party of the seller is referred to in these general terms and conditions as the buyer.
3. The parties are seller and buyer together.
4. The agreement means the purchase agreement between the parties.

Article 2 - Applicability of general terms and conditions

1. These conditions apply to all quotations, offers, agreements and deliveries of services or goods by or on behalf of the seller.
2. Deviation from these conditions is only possible if this has been expressly agreed in writing by the parties.

Article 3 - Payment

1. The full purchase price is always paid immediately in the webshop. In some cases a down payment is required for reservations. In that case, the buyer will receive proof of the reservation and advance payment.
2. If the buyer does not pay on time, he is in default. If the buyer remains in default, the seller is entitled to suspend the obligations until the buyer has fulfilled his payment obligation.
3. If the buyer remains in default, the seller will proceed with collection. The costs related to this collection will be borne by the buyer. These collection costs are calculated on the basis of the Decree on compensation for extrajudicial collection costs.
4. In the event of liquidation, bankruptcy, seizure or suspension of payment of the buyer, the seller's claims on the buyer are immediately due and payable.
5. If the buyer refuses to cooperate in the execution of the order by the seller, he is still obliged to pay the agreed price to the seller.

Article 4 - Offers, quotations and price

1. Offers are without obligation, unless a term of acceptance is stated in the offer. If the offer is not accepted within that stated period, the offer will lapse.
2. Delivery times in quotations are indicative and do not entitle the buyer to termination or compensation if they are exceeded, unless the parties have expressly agreed otherwise in writing.
3. Offers and quotations do not automatically apply to repeat orders. The parties must agree to this explicitly and in writing.
4. The price stated on offers, quotations and invoices consists of the purchase price including the VAT due and any other government levies.

Article 5 - Right of withdrawal

1. The consumer has the right to terminate the agreement within 14 days after receipt of the order without giving reasons (right of withdrawal). The period starts from the moment the (entire) order is received by the consumer.
2. There is no right of withdrawal if the products are tailor-made according to his specifications or have a short shelf life.
3. The consumer can use a withdrawal form from the seller. The seller is obliged to make this available to the buyer immediately after the buyer's request.
4. During the cooling-off period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wants the product

to keep. If he exercises his right of withdrawal, he will return the unused and undamaged product

to keep. If he exercises his right of withdrawal, he will return the unused and undamaged product with all supplied accessories and - if reasonably possible - in the original shipping packaging to the seller, in accordance with the reasonable and clear instructions provided by the entrepreneur.

Article 6 - Changes to the agreement

1. If during the execution of the agreement it appears that it is necessary to change or supplement the work to be carried out for the proper execution of the assignment, the parties will adjust the agreement accordingly in a timely manner and in mutual consultation.
2. If the parties agree that the agreement will be amended or supplemented, the time of completion of the execution may be affected. The seller will inform the buyer of this as soon as possible.
3. If the change or addition to the agreement has financial and/or qualitative consequences, the seller will inform the buyer of this in writing in advance.
4. If the parties have agreed on a fixed price, the seller will indicate to what extent the change or addition to the agreement will result in this price being exceeded.
5. Notwithstanding the provisions of the third paragraph of this article, the seller cannot charge additional costs if the change or addition is the result of circumstances that can be attributed to him.

Article 7 - Delivery and transfer of risk

1. As soon as the purchased item has been received by the buyer, the risk passes from seller to buyer.

Article 8 - Research and complaints

1. The buyer is obliged to inspect the delivered goods at the time of delivery, but in any case within the shortest possible period. The buyer must investigate whether the quality and quantity of the delivered goods correspond with what the parties have agreed, or at least that quality and quantity meet the requirements that apply in normal (trade) traffic.
2. Complaints regarding damage, shortages or loss of delivered goods must be submitted to the seller in writing within 10 working days after the day of delivery of the goods by the buyer.
3. If the complaint is declared well-founded within the set period, the seller has the right to either repair or redeliver, or to refrain from delivery and send the buyer a credit note for that part of the purchase price.
4. Minor and/or industry standard deviations and differences in quality, quantity, size or finish cannot be held against the seller.
5. Complaints regarding a specific product do not affect other products or parts belonging to the same agreement.
6. No complaints will be accepted after the goods have been processed by the buyer.

Article 9 - Samples and models

1. If a sample or model has been shown or provided to the buyer, it is presumed to have been provided only as an indication without the item to be delivered having to correspond to it. This is different if the parties have expressly agreed that the item to be delivered will correspond to this.
2. In agreements regarding immovable property, mention of the surface area or other dimensions and indications is also presumed to be intended only as an indication, without the item to be delivered having to correspond to this.

Article 10 - Delivery

1. Delivery takes place 'ex factory/shop/warehouse'. This means that all costs are for the buyer.
2. The buyer is obliged to purchase the goods at the time that the seller delivers them to him or has them delivered to him, or at the time when these goods are made available to him in accordance with the agreement.
3. If the buyer refuses to accept delivery or is negligent in providing information or instructions necessary for delivery, the seller is entitled to store the item at the buyer's expense and risk. 4. If the goods are delivered, the seller is entitled to charge any delivery costs.
5. If the seller needs information from the buyer for the execution of the agreement, the delivery time starts

5. If the seller needs information from the buyer for the execution of the agreement, the delivery time starts after the buyer has made this information available to the seller.
6. A delivery period specified by the seller is indicative. This is never a fatal term. If the term is exceeded, the buyer must give the seller written notice of default.
7. The seller is entitled to deliver the goods in parts, unless the parties have agreed otherwise in writing or partial delivery has no independent value. If delivery is made in parts, the seller is entitled to invoice these parts separately.

Article 11 - Force majeure

1. If the seller cannot fulfill his obligations under the agreement, or cannot do so on time or properly, due to force majeure, he is not liable for damage suffered by the buyer.
2. Force majeure means in any case any circumstance that the seller could not take into account at the time of entering into the agreement and as a result of which the normal performance of the agreement cannot reasonably be expected by the buyer, such as illness, war or danger of war, civil war and riot, molestation, sabotage, terrorism, energy disruption, flood, earthquake, fire, company occupation, strikes, worker exclusion, changed government measures, transport difficulties, and other disruptions in the seller's business.
3. Furthermore, the parties understand force majeure as the circumstance that supply companies on which the seller depends for the execution of the agreement do not meet the contractual obligations towards the seller, unless the seller can be blamed for this.
4. If a situation as referred to above occurs as a result of which the seller cannot meet its obligations to the buyer, those obligations will be suspended as long as the seller cannot meet its obligations. If the situation referred to in the previous sentence has lasted 30 calendar days, the parties have the right to terminate the agreement in whole or in part in writing.
5. If the force majeure continues for more than three months, the buyer has the right to terminate the agreement with immediate effect. Dissolution is only possible by registered letter.

Article 12 - Transfer of rights

1. Any rights of either party under this Agreement may not be transferred without the prior written consent of the other party. This provision applies as a clause with property law effect as referred to in Article 3:83, second paragraph, of the Dutch Civil Code.

Article 13 - Retention of title and right of retention

1. The goods present at the seller's premises and the delivered goods and parts remain the property of the seller until the buyer has paid the entire agreed price. Until then, the seller can invoke his retention of title and take back the goods.
2. If the agreed amounts to be paid in advance are not paid or are not paid on time, the seller has the right to suspend the work until the agreed part has been paid. There is then a creditor's default. In that case, a late delivery cannot be held against the seller.
3. The seller is not authorized to pledge or encumber in any other way the items falling under his retention of title.
4. The seller undertakes to insure the goods delivered to the buyer under retention of title and to keep them insured against fire, explosion and water damage as well as against theft and to make the policy available for inspection upon first request.
5. If goods have not yet been delivered, but the agreed advance payment or price has not been paid as agreed, the seller has the right of retention. The item will then not be delivered until the buyer has paid in full and as agreed.
6. In the event of liquidation, insolvency or suspension of payment of the buyer, the buyer's obligations are immediately due and payable.

Article 14 - Liability

1. Any liability for damage arising from or related to the performance of an agreement is always limited to the amount paid out in the relevant case by the liability insurance(s) taken out. This amount is increased by the amount of the deductible according to the relevant policy.
2. The seller's liability for damage resulting from intent or deliberate recklessness on the part of the seller or his managerial subordinates is not excluded.

Article 15 - Duty to Complain

1. The buyer is obliged to immediately report complaints about the work performed to the seller. The complaint contains a description of the shortcoming that is as detailed as possible, so that the seller is able to respond adequately.
2. If a complaint is justified, the seller is obliged to repair the good and, if necessary, replace it.

Article 16 - Guarantees

1. If guarantees are included in the agreement, the following applies. The seller guarantees that the item sold complies with the agreement, that it will function without defects and that it is suitable for the use that the buyer intends to make of it. This warranty applies for a period of two calendar years after receipt of the sold item by the buyer.
2. The intended guarantee serves to create a risk distribution between the seller and the buyer in such a way that the consequences of a breach of a guarantee are always entirely at the expense and risk of the seller and that the seller can never rely on a breach of a guarantee. Article 6:75 of the Dutch Civil Code. The provisions of the previous sentence also apply if the infringement was known to the buyer or could have been known through conducting an investigation.
3. The aforementioned warranty does not apply if the defect has arisen as a result of improper or improper use or if - without permission - the buyer or third parties have made or attempted to make changes or used the purchased item for purposes for which it was not intended.
4. If the warranty provided by the seller relates to an item produced by a third party, the warranty is limited to the warranty provided by that producer.
5. No warranty is given on products of an electronic nature, all other products are covered by an installation warranty with a term of one week.
6. To claim warranty, the returned product must be marked/signed and undamaged/unopened.
7. The buyer cannot claim a full warranty if the buyer has provided incorrect or insufficient information regarding the brand and type designation of the purchased item and/or the vehicle for which the part is intended. In this case, the buyer will receive 80% of the purchase price back

Article 17 - Intellectual property

1. Autosloperij Kralingen BV retains all intellectual property rights (including copyright, patent rights, trademark rights, drawings and models rights, etc.) on all products, designs, drawings, writings, carriers with data or other information, quotations, images, sketches, models, models, etc., unless the parties have agreed otherwise in writing.
2. The customer may not copy, show or make available to third parties or use in any other way the aforementioned intellectual property rights without the prior written permission of Autosloperij Kralingen BV.

Article 18 - Changes to general terms and conditions

1. Autosloperij Kralingen BV is entitled to change or supplement these general terms and conditions. 2. Changes of minor importance can be made at any time. 3. Autosloperij Kralingen BV will discuss major substantive changes with the customer in advance as much as possible.
4. Consumers are entitled to cancel the agreement in the event of a material change to the general terms and conditions.

Article 19 - Applicable law and competent court

1. **Every agreement between the parties is exclusively governed by Dutch law.**
2. **The Dutch court in the district where Autosloperij Kralingen BV is located has exclusive jurisdiction to hear any disputes between parties, unless the law prescribes otherwise.**
3. **The applicability of the Vienna Sales Convention is excluded.**
4. **If one or more provisions of these general terms and conditions are deemed unreasonably onerous in legal proceedings, the other provisions will remain in full force.**

These general terms and conditions apply from: 08-11-2022