

General Terms and Conditions for the Online Sale of Car Parts

1. Definitions

In these general terms and conditions, the following terms are understood to mean:

- **Webshop:** the online store of **Duitse Auto Onderdelen** where car parts can be purchased.
- **Customer:** the natural person or legal entity who makes use of the webshop and places an order.
- **Agreement:** the contract between the customer and **Duitse Auto Onderdelen** for the purchase of car parts.

2. Applicability

These terms and conditions apply to all offers, orders, and agreements made through the webshop. Deviations are only valid if they have been explicitly agreed upon in writing.

3. Offer and Order

- All offers and prices are subject to programming and typographical errors.
- An order is considered definitive after confirmation to the customer.
- The right is reserved to refuse orders without giving any reason.

4. Payment

- Prepayment is required using the available payment methods.
- In case of payment delay, the customer is automatically in default, possibly resulting in the dissolution of the agreement.

5. Delivery and Shipping

- After payment, shipping will take place as soon as possible to the address provided by the customer.
- The customer is responsible for providing the correct address.
- The risk of loss or damage transfers to the customer upon delivery.

6. Warranty and Return

- A standard 3-month warranty is provided on delivered parts, unless stated otherwise. This commercial warranty does not affect any statutory rights of consumers.
- **Consumers (B2C)** have the right to withdraw from an online purchase within 14 days after receiving the goods, without giving any reason.
- Unless otherwise required by law or the return is due to an error by Duitse Auto Onderdelen, the direct costs of returning the goods are borne by the customer.
- The customer is responsible for any diminished value of the goods resulting from handling beyond what is necessary to establish the nature, characteristics and functioning of the goods.
- **Business customers (B2B):** if a return results from an error made by the customer, including ordering an incorrect part, providing incorrect vehicle or VIN information, or ordering a part that is not suitable for the intended vehicle, **25% of the purchase price of the returned item** will be deducted as administrative and handling costs.
- The 25% deduction does not apply if the return results from an error by Duitse Auto Onderdelen, or if the delivered item is defective or differs from the item ordered.

7. Liability

- Not liable for indirect damage, such as lost profits or consequential damages.
- Exclusion of liability for damage caused by force majeure.
- Liability is limited to the purchase amount of the relevant parts.

8. Intellectual Property

- All rights regarding the content and design of the webshop belong to the operator of the webshop or its licensors.
- Use of webshop material without written permission is prohibited.

9. Applicable Law and Disputes

- Dutch law applies to all agreements and disputes.

- Disputes will be submitted to the competent court in the region of the operator.

10. Amendment of Terms

- The right is reserved to amend these terms without notice.
- New terms take effect immediately upon publication on the webshop.

11. Final Provisions

- If any provision of these terms is declared null and void, the remaining provisions remain in effect.
- Deviations from these terms are only valid if agreed upon in writing.