

Warranty Terms

HOUSEHOLD REGULATIONS- ANNEX D: GUARANTEE TERMS AND CONDITIONS

1.1 With the exception of electronic parts the used vehicle parts, which the STIBA member has sold and delivered to Buyers, are eligible for guarantee.

1.2 In addition to the STIBA Guarantee Terms and Conditions also the BOVAG/STIBA general terms and conditions and/or the FOCWA Green Guarantee certificate may be applicable to the used vehicle parts referred to in the previous article.

2. The Buyer can derive only rights from a guarantee by presenting the STIBA member with the commensurate purchase agreement or invoice and if applicable the guaranteed card made for it. If it concerns a good that has been fitted by the STIBA member with a brand or registration, then the Buyer can only derive rights from a guarantee if, when claiming under this guarantee the said brand or registration is undamaged.

3. Claims of the Buyer under a guarantee cannot be assigned to third parties.

4. The guarantee is provided by the STIBA member for a period of one month only from the date on which the good has been delivered to the Buyer. If during the guarantee period during normal use defects to the good are demonstrated, then the Buyer has the right to present the delivered good to the STIBA member for repair or replacement, at the discretion of the STIBA member, in accordance with article 8 of the applicable General Terms and Conditions .

5. The transport from and to the STIBA member of the good presented for repair or replacement good is for the account of the STIBA member. In case of an incorrect ordering and/or when the good presented for repair or replacement is not eligible for guarantee under the present Guarantee Terms and Conditions, then the transport of the good from and to the STIBA member is for the account of the Buyer.

6. The STIBA member obliges himself when article 4 of these Guarantee Terms and Conditions

and article 8 of the General Terms and Conditions are met with, to repair or replace by a similar good, the good presented for repair/replacement within a reasonable term, unless the STIBA member is unable to do so, in which case the STIBA member shall proceed to repayment in cash of the purchase amount.

7. On the good received by the Buyer after repair/replacement these Guarantee Terms and Conditions shall be applicable.

8. The Buyer cannot make a claim under a guarantee:

a. if the Buyer has provided incorrect or incomplete information with regard to the brand and type identification of the purchased good and/or the vehicle for which the part is destined;

b. if the Buyer has executed or has had executed works, such as but not limited to repair, change and disassembly of the purchased;

c. if there is a case of improper and/or inexpert built-in/use of the purchased or by use of the vehicle in which the purchased has been built in for other purposes than for which the vehicle is used in normal traffic (speed tests, reliability tests, too heavy load in relation to a combination of persons vehicles and trailer or caravan etc.);

d. if has been acted in violation of any other clause from the applicable General Terms and conditions or Guarantee Terms and Conditions, to the extent that these have been prescribed at the peril of loss of rights.

9. The Buyer cannot derive from a guarantee a right to compensation for damage(s) of any nature whatsoever, save for when the STIBA member is obliged thereto on the basis of the applicable General Terms and Conditions.

10. The STIBA member has the right to deviate from these Guarantee Terms and Conditions, if prior to the conclusion of the purchase agreement the Buyer has been explicitly pointed at it and the deviating stipulations have been recorded in writing between the STIBA member and the Buyer.

Eemnes, May 2012

Additional Maresia Parts conditions

GENERAL PROVISIONS:

The buyer declares to cooperate fully to supply all information requested by Maresia Parts without reservation, such as: name mechanic / repairman with address, telephone number, e-mail address, photos and diagnosis reports etc. This allows for a quick settlement of the warranty claim.

HOUSEHOLD RULES - ANNEX E: COMPLAINTS

Paragraph 1) GENERAL PROVISIONS:

Article 1

Definitions:

In this arrangement, the following definitions apply:

Complainant:

The natural person, legal person or partnership that holds a complaint. complaint: Every dated and signed, written expression of dissatisfaction,

or disapproval about conduct or sale and / or delivery of goods by a member of STIBA.

Behavior: The occurrence or failure to act in the sale

and / or delivery of goods by a STIBA member.

Witness: The STIBA member about who is complained.

Commission: The (complaints) committee of (independent) members,

appointed by the association board, hearing the members meeting, assess their merits and handle complaints.

Association Board: The board of STIBA.

Article 2

Goal:

The purpose of these complaints regulations is to resolve complaints quickly and easily.

Article 3

Character of complaint handling:

1. The formal handling and settlement of a complaint is done by a commission especially appointed for this purpose,

called: (complaints) committee.

This committee works under responsibility of the association board.

2. When handling a complaint, there will always be a hearing.

Article 4

Submitting a complaint:

1. Anyone can submit a written complaint within one month of the sale and / or delivery of goods done by a STIBA member.

2. The complaint contains the name and address of the complainant and a description of the complaint and the reason for the complaint. The complaint must be dated and signed.

3. A complaint is submitted to the secretariat of STIBA.

4. The complainant must be prepared to provide the items that he / she has purchased which sprouted the complaint to

STIBA.

After completion of the complaint handling the items will be return to the complainant.

Article 5

Collaboration:

The accused undertakes unconditional cooperation to a complaint filed against him or her.

This is to allow the completion of complaint handling as soon as possible.

Article 6

Payment standing right:

1. Before the complaint is dealt with, the complainant must deposit an amount of seventy-five euros (€ 75.00) to STIBA.

2. Should the complainant be put in the right after completion of the complaint handling,

then this standing right of seventy-five euros (€ 75.00) is refunded to the complainant.

Article 7

Information to interested parties:

1. The secretariat will acknowledge the receipt of a complaint in writing within one week and informs the complainant of the complaint handling procedure.
2. Both the complainant and the accused will be kept informed of the progress of complaint handling.

Article 8

Non-treatment claim of a complaint:

1. A complaint can be put out of consideration
 - a. in case of late submission or incompleteness of the data;
 - b. if the complainant's interest is evidently inadequate;
 - c. if the importance of the sale / delivery is evidently insufficient;
 - d. if the complainant is different from the person to whom the sale / delivery is occurred;
 - e. if there are facts and / or circumstances as stated in article 8 respectively of the General Sales and Delivery Conditions STIBA and articles 8 a through d of the Warranty conditions STIBA;
 - h. if a complaint has been submitted without the complainant having properly made him- or herself known;
 - i. if the due standing right of seventy-five euros (€ 75.00) is not paid in time.
 - j. if the complainant withdraws his complaint;
2. If a complaint for outside treatment is eligible on the basis of the stated in letter a, b, c or e of paragraph 1, the non-treatment statement shall not take place before than after the complainant has been heard.
3. The secretariat reports the non-treatment claim to the complainant and the accused.

Article 9

Deadlines for handling the complaint:

1. The formal settlement must be received within no more than 8 weeks from the date of receipt of the complaint.
2. This period may be in case of a compelling or inescapable reason be deviated.

The complainant and the accused will be informed accordingly, citing the reason.

Section 2) THE FORMAL SETTLEMENT:

Article 10

The complaints committee:

1. The secretariat shall immediately make a complaint available to the committee and inform the association board.
2. The committee consists of a minimum of three and a maximum of five committee members, of which:
 - a. an independent chairman and a secretary, appointed by the association board, the general members meeting heard;
 - b. one or more professional experts, (possibly) STIBA member, also appointed by the association board, the general members meeting heard.
3. The members that 2a and 2b of this article stated are appointed for a period of 3 years. They are for the same period eligible for reappointment.
4. With due observance of article 11, the committee regulates its working method and with regard to the complaint handling stays completely autonomous.

Article 11

The research:

1. If the committee deems it necessary, the complainant and the accused are invited to attend an oral hearing of the complaint.
2. The committee will make a written report of the investigation.
3. The committee may, at its own discretion, direct the investigation to a mediation interview or reconciliation attempt. The committee confirms a possible termination of the treatment of the complaint to the complainant and reports the termination to the accused and the association board.

Article 12

The settlement:

The committee makes a decision about the complaint. The judgment is motivated and recorded in writing

and sent to the complainant and the accused. Further correspondence about the verdict is excluded.

Article 13

Sanctions:

1. If the committee is of the opinion that the complaint is complete after completion of the complaint handling

is well-founded, it has the possibility to ask the accused to repair shortcomings or to compensate for any damage

caused.

If of application, the commission determines the amount of the damage to be paid by the accused.

2. In addition to the possibility mentioned in paragraph 1, the committee has the right to organize the association

board

advise to give a warning or reprimand to the accused, in connection with the

behavior. The association board may or may not receive the warning or reprimand

to give. If a defendant has received two warnings, in this case, rebukes,

the association board may suspend STIBA's membership of the accused,

in accordance with article 7 paragraph 5 letter e of the Articles of Association.

3. If it appears that, after completion of the complaint handling, there is a very serious one

shortcoming of the accused, in the opinion of the association board, the

the accused can be deprived of the membership of STIBA, in accordance with article 7, paragraph 4 of

the Statutes.

4. Defendants whose conduct is very often the reason to institute a

complaint handling, at the discretion of the association board, can be dismissed

from the membership of STIBA, in accordance with article 7 sub 4a of the Articles of Association.

5. The sanctions referred to in paragraphs 2 to 4 may also be imposed if

an accused person refuses to rectify the shortcoming or to compensate for any damage caused

as referred to in paragraph 1.

Article 14

(Civil) judicial process:

If the result of the complaint handling is not satisfactory for the complainant, the dispute is free to be submitted (yet) to the (civil) court or other competent authority for assessment.

STIBA is not a party to such proceedings, but the individual STIBA member (defendant).

STIBA does not accept any liability whatsoever in the event of any (civil) legal proceedings for the judgment made in the context of this complaints procedure.

Paragraph 3) THE ANNUAL OVERVIEW

Article 15

The results and the outcome:

The association board creates an anonymous overview per calendar year of all complaints, complaint handling and

conclusions.

This overview discusses:

- a. the event itself;
- b. the complaint handling and manner of settlement;
- c. the significance of the event as a learning moment for the members of STIBA;
- d. any recommendations that the association board makes to its members under the influence of the complaint.

Paragraph 4) FINAL PROVISIONS

Article 16

Final provision:

This regulation can be cited as "the STIBA Complaints Regulations".

Eemnes, May 2012