

General terms and conditions for the online sale of car parts

1. Definitions

In these general terms and conditions, the following terms have the following meanings:

- Webshop: the online store of Car Center Tholen where car parts can be purchased;
- Customer: the natural or legal person who uses the webshop and places an order;
- Agreement: the agreement between the customer and Car Center Tholen for the purchase of car parts.

2. Applicability

These general terms and conditions apply to all offers, orders, and agreements of Car center Tholen with respect to the sale of car parts through the webshop. Deviations from these general terms and conditions are only valid if confirmed in writing by Car Center Tholen

3. Offer and order

- All offers and prices on the webshop are subject to possible programming and typing errors;
- An order is final after it has been placed by the customer and confirmed by Car Center Tholen;
- Car Center Tholen reserves the right to refuse an order without giving any reason.

4. Payment

- Payment must be made in advance via the payment options offered on the webshop;
- In case of non-timely payment, the customer is automatically in default and is entitled to dissolve the agreement and sell the car parts to third parties.

5. Delivery and shipping

6. Car Center Tholen will ship the car parts to the specified address as soon as possible after receiving the payment;

- The customer is responsible for providing the correct address and receiving the car parts;
- The risk of loss and damage to the car parts passes to the customer upon delivery.

7. Warranty and returns

- Car Center Tholen provides a standard 3-month warranty on the delivered car parts, unless otherwise indicated on the webshop;
- The customer has the right to dissolve the agreement and return the car parts within 14 days of receipt, provided they are unused and undamaged;
- The costs of returning the car parts are for the customer's account.

8. Liability

- Car Center Tholen is not liable for indirect damages, such as consequential damages, loss of profit, missed savings, or damages due to business interruption;
- Car Center Tholen is not liable for damages caused by force majeure, such as natural disasters, strikes, or technical malfunctions;
- The total liability of Car Center Tholen is limited to the amount that the customer has paid for the delivered car parts.

9. Intellectual property

- All intellectual property rights related to the webshop, the content of the webshop, and the delivered car parts are held by Car Center Tholen or its licensors;
- Without prior written permission from Car Center Tholen, it is not allowed to copy, reproduce, or otherwise use or exploit (parts of) the webshop or the delivered car parts.

10. Applicable law and disputes

- Dutch law exclusively applies to all agreements between Car Center Tholen and the customer;
- Disputes between Car Center Tholen and the customer will be submitted to the competent court in the district where Car Center Tholen is established.

11. Amendment of the general terms and conditions

- Car Center Tholen reserves the right to amend or supplement these general terms and conditions without prior notice;
- The amended general terms and conditions will take effect from the moment of publication on the webshop.

12. Final provisions

- If any provision of these general terms and conditions is declared null and void or is destroyed, the remaining provisions of these general terms and conditions will remain in full force and effect.