

Terms and conditions

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Article 1 – Definitions

In these terms and conditions the following definitions apply:

1. **Cooling-off period:** the period within which the consumer can make use of his right of withdrawal;
2. **Consumer:** the natural person who does not act for purposes related to his trade, business, craft or profession;
3. **Day(s):** calendar day(s);
4. **Right of withdrawal:** the consumer's option to cancel the distance contract within the cooling-off period;
5. **Entrepreneur:** the natural or legal person who is a member of the Dutch Thuiswinkel Organization and who offers products, (access to) digital content and/or services to consumers at a distance;
6. **Distance contract:** an agreement concluded between the entrepreneur and the consumer within the framework of an organized system for distance selling of products, whereby exclusive or joint use is made of one or more products up to and including the conclusion of the agreement. remote communication techniques;
7. **Model withdrawal form:** the European model withdrawal form included in Appendix I of these terms and conditions. Annex I does not have to be made available if the consumer has no right of withdrawal with regard to his order;
8. **Technology for distance communication:** means that can be used to conclude an agreement, without the consumer and entrepreneur having to meet in the same room at the same time;
9. **Business customer:** the natural person who acts in the exercise of a profession or business and who enters into a distance contract with the entrepreneur;
10. **Duration transaction:** a distance contract with regard to a series of products and/or services, the delivery and/or purchase obligation of which is spread over time;
11. **Durable data carrier:** any means that enables the consumer and/or business customer or entrepreneur to store information addressed to him personally in a way that allows future consultation and unaltered reproduction of the stored information.
12. **Entrepreneur:** the natural or legal person who offers products and/or services remotely to consumers and/or business customers;
13. **Distance contract:** an agreement in which, within the framework of a system organized by the entrepreneur for distance selling of products and/or services, up to and including the conclusion of the agreement, exclusive use is made of one or more techniques for communication on distance;
14. **Technique for distance communication:** means that can be used for concluding an agreement, without the consumer and/or business customer and entrepreneur meeting simultaneously in the same room.

General Terms and Conditions: the present General Terms and Conditions of the entrepreneur.

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Article 2 - Identity of the entrepreneur

Autodemontage Aandijk

Molenveld 8, 6566CK MILLINGEN AAN DE RIJN, THE NETHERLANDS;

Phone number: +31 (0)481 43 18 33

Availability:

- Monday till Friday: 9:00 - 17:00

- Saturday: 9:00 - 12:00

email address: info@aandijk.nl

Chamber of Commerce number: 81429487

VAT number: NL862087508B01

Article 3 - Applicability

1. These general terms and conditions apply to every offer from the entrepreneur and to every distance contract and orders between the entrepreneur and consumer and/or business customer. These general terms and conditions can be amended or supplemented by the entrepreneur at any time as required. Additional Terms may apply to certain offers, products or services.
2. Before the distance contract is concluded, the text of these general terms and conditions is made available to the consumer and/or business customer. If this is not reasonably possible, it will be indicated before the distance contract is concluded that the general terms and conditions can be viewed at the entrepreneur and they will be sent free of charge as soon as possible at the request of the consumer and/or business customer.
3. If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available electronically to the consumer and/or business customer in such a way that way that it can be easily stored by the consumer and/or business customer on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be consulted electronically and that they will be sent free of charge at the request of the consumer and/or business customer electronically or otherwise. will be sent.
4. In the event that specific product or service conditions apply in addition to these general terms and conditions, the consumer and/or business customer

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can always invoke the applicable provision that is most favorable to him in the event of conflicting general terms and conditions.

5. If at any time one or more provisions in these general terms and conditions are wholly or partially void or destroyed, the remainder of the agreement and these terms and conditions will remain in force and the relevant provision will be replaced by a provision in mutual consultation without delay. approximates the tenor of the original as much as possible.
6. Situations that are not regulated in these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.
7. Uncertainties about the interpretation or content of one or more provisions of our terms and conditions must be explained 'in the spirit' of these terms and conditions.

Article 4 – The offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer is without obligation. The entrepreneur is entitled to change, adjust and cancel the offer.
3. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to enable a proper assessment of the offer by the consumer and/or business customer. If the entrepreneur uses images, these are a true representation of the products and/or services offered. Obvious mistakes or errors in the offer are not binding on the entrepreneur.
4. All images, specifications and data in the offer are indicative and cannot give rise to compensation or dissolution of the agreement.
5. Images accompanying products are a true representation of the products offered. Entrepreneur cannot guarantee that the displayed colors correspond exactly to the real colors of the products.
6. Each offer contains such information that it is clear to the consumer and/or business customer what rights and obligations are attached to the acceptance of the offer. This concerns in particular:
 - the price is shown including taxes or indicated as a margin;
 - any shipping costs;
 - the manner in which the agreement will be concluded and which actions are required for this;
 - whether or not the right of withdrawal applies;
 - the method of payment, delivery and execution of the agreement;
 - the term for acceptance of the offer, or the term within which the entrepreneur guarantees the price;
 - the amount of the rate for distance communication if the costs of using the technology for distance communication are calculated on a basis other than the regular base rate for the means of communication used;
 - whether the agreement will be archived after it has been concluded, and if so, how it can be consulted by the consumer and/or business customer;

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- the way in which the consumer and/or business customer, before concluding the agreement, can check and, if desired, restore the data provided by him in the context of the agreement;
- any other languages in which, in addition to Dutch, the agreement can be concluded;
- the codes of conduct to which the entrepreneur is subject and the way in which the consumer and/or business customer can consult these codes of conduct electronically; and the minimum duration of the distance contract in the case of a long-term transaction.

Article 5 - The agreement

1. Subject to the provisions of paragraph 4, the agreement is concluded at the time of acceptance by the consumer and/or business customer of the offer and the fulfillment of the associated conditions.
2. If the consumer and/or business customer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer and/or business customer can dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web environment. If the consumer and/or business customer can pay electronically, the entrepreneur will observe appropriate security measures.
4. The entrepreneur can inform himself - within legal frameworks - whether the consumer and/or business customer can meet his payment obligations, as well as about all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request with reasons, or to attach special conditions to the execution.
5. The entrepreneur will provide the consumer and/or business customer with the following information with the product or service, in writing or in such a way that it can be stored by the consumer and/or business customer in an accessible manner on a durable data carrier, for make available:
6. the visiting address of the establishment of the entrepreneur where the consumer and/or business customer can go with complaints;
7. the conditions under which and the manner in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
8. the information about guarantees and existing after-sales service;
9. the information included in Article 4 paragraph 3 of these terms and conditions, unless the entrepreneur has already provided this information to

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the consumer and/or business customer before the execution of the agreement;

Each agreement is entered into under the suspensive conditions of sufficient availability of the products concerned.

Article 6 - Right of withdrawal

When delivering products:

The right of withdrawal only applies to sales transactions (distance selling) between the entrepreneur and the consumer.

1. When purchasing products, the consumer has the option to dissolve the agreement without stating reasons during 14 days. This reflection period starts on the day after receipt of the product by the consumer or a representative designated in advance by the consumer and made known to the entrepreneur.
2. During the reflection period, the consumer will handle the product and the packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he makes use of his right of withdrawal, he will return the product with all accessories supplied and - if reasonably possible - in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.
3. If the consumer wishes to make use of his right of withdrawal, he is obliged to inform the entrepreneur within 14 days of receipt of the product. The consumer must make this known by telephone or by e-mail. After the consumer has indicated that he wishes to make use of his right of withdrawal, the consumer must return the product within 14 days. The consumer must prove that the delivered goods have been returned in time, for example by means of proof of shipment.
4. If the consumer has not indicated that he wishes to make use of his right of withdrawal or has not returned the product to the entrepreneur, the purchase is a fact.

When providing services:

1. When providing services, the consumer has the option to dissolve the agreement without stating reasons during at least 14 days, commencing on the day of entering into the agreement.
2. To make use of his right of withdrawal, the consumer will follow the reasonable and clear instructions provided by the entrepreneur with the offer and/or at the latest upon delivery.

Article 7 - Costs in case of withdrawal

1. If the consumer makes use of his right of withdrawal, at most the costs of return will be for his account.
2. If the consumer has paid an amount for the part, the entrepreneur will refund this amount as soon as possible, but no later than 14 days after withdrawal. This is subject to the condition that the product has already been received back by the entrepreneur or conclusive proof of complete return can be submitted.

Article 8 - Exclusion right of withdrawal

1. The entrepreneur can exclude the consumer's right of withdrawal for products as described in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur has stated this clearly in the offer, at least in time for the conclusion of the agreement.
2. Exclusion of the right of withdrawal is only possible for products:
 1. that have been created by the entrepreneur in accordance with the consumer's specifications;
 2. which by their nature cannot be returned;
3. Exclusion of the right of withdrawal is only possible for products:
 1. the delivery of which has started with the express consent of the consumer before the cooling-off period has expired;
 2. of which the support and sales department of the entrepreneur has expressly indicated that the product does not fit the consumer's vehicle and of which the consumer has indicated that the part does fit.
3. Entrepreneur and consumer have agreed in advance to waive the right of withdrawal in this transaction.
 1. Sealed products:
4. Sealed products may be returned as long as the seal has not been broken. The consumer has the right to cancel the order up to 14 days after receipt without giving any reason, provided the seal of the product has not been broken.
 2. If the seal is broken, the order is final and cannot be returned.
 3. Examples of sealed products include audio and navigation equipment and software.

Article 9 - The price

1. During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased.
2. The period of validity of offers is as stated on the website and/or as long as stocks last.
3. Statement of prices, of goods offered for sale and of specifications contained in general offers are without obligation. They do not bind the company and the buyer cannot invoke them, unless otherwise agreed or indicated.
4. these are the result of statutory regulations or provisions; or
5. the consumer and/or business customer has the authority to cancel the agreement with effect from the day on which the price increase takes effect.
6. The prices stated in the offer of products or services are exclusive of and including VAT, provided that these products fall under the margin scheme.
7. All prices are subject to printing and typographical errors. No liability is accepted for the consequences of printing and typing errors. In the event of printing and typesetting errors, the entrepreneur is not obliged to deliver the product according to the incorrect price.

Article 10 - Conformity and Warranty

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the legal provisions existing on the date of the conclusion of the agreement. and/or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer and/or business customer can assert against the entrepreneur on the basis of the agreement.
3. Any defects or incorrectly delivered products must be reported to the entrepreneur in writing within 4 weeks after delivery. Return of the products must be made in the original packaging and in the condition as the product was sent by the entrepreneur.
4. The following applies to new products: The entrepreneur's warranty period corresponds to the manufacturer's warranty period. The following applies to used products: the warranty period as provided by the entrepreneur. However, the entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the consumer and/or business customer, nor for any advice regarding the use or application of the products.

The warranty does not apply if:

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5. The consumer and/or business customer has repaired and/or processed the delivered products themselves or has had them repaired and/or processed by third parties;
6. The delivered products have been exposed to abnormal conditions or otherwise carelessly or contrary to the instructions of the entrepreneur and/or have been treated on the packaging;
7. The defectiveness is wholly or partly the result of regulations that the government has made or will make with regard to the nature or quality of the materials used.

Article 11 - Delivery and execution

1. The entrepreneur will take the greatest possible care when receiving and executing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the consumer and/or business customer has made known to the company.
3. With due observance of what is stated in paragraph 4 of this article, the company will execute accepted orders expeditiously but at the latest within 30 days, unless the consumer and/or business customer has agreed to a longer delivery period. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer and/or business customer will be notified of this no later than 30 days after he has placed the order. In that case, the consumer and/or business customer has the right to dissolve the agreement without costs. The consumer and/or business customer is not entitled to compensation.
4. All delivery times are indicative. The consumer and/or business customer cannot derive any rights from any stated terms. Exceeding a term does not entitle the consumer and/or business customer to compensation.
5. In the event of dissolution in accordance with paragraph 3 of this article, the entrepreneur will refund the amount paid by the consumer and/or business customer as soon as possible, but no later than 14 days after dissolution.
6. If delivery of an ordered product proves to be impossible, the entrepreneur will make an effort to make a replacement item available. At the latest upon delivery, it will be stated in a clear and comprehensible manner that a replacement item is being delivered. For replacement items right of withdrawal can not be excluded. The costs of any return shipment are for the account of the entrepreneur.
7. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer and/or business customer or a representative designated in advance and made known to the entrepreneur, unless expressly agreed otherwise.

Article 12 – Payment

1. All products purchased by the consumer and/or business customer must be paid in advance or upon delivery of the product.
2. Unless otherwise agreed, the amounts owed by the consumer and/or business customer must be paid within 7 working days after the start of the reflection period as referred to in Article 6 paragraph 1. In the event of an agreement to provide a service, this period commences after the consumer and/or business customer has received confirmation of the agreement.
3. The consumer and/or business customer has the obligation to immediately report inaccuracies in payment details provided or stated to the entrepreneur.
4. In the event of non-payment by the consumer and/or business customer, the entrepreneur has the right, subject to legal restrictions, to charge reasonable costs made known in advance to the consumer and/or business customer.

Article 13 - Shipping costs

1. Shipping costs are automatically calculated when you order the part(s) you have purchased.
2. Deviating and/or additional shipping costs may be charged with your order. The sales employees of Autodemontage Aandijk will go through deviating or additional shipping costs with you and will be charged with your order.

In the case of parts heavier than 20 (twenty) kilos, parts that are larger than the size with the length of 120 (one hundred and twenty) cm x width 60 (sixty) cm x height 50 (fifty) cm, parts that are sent by pallet, parts that are fragile and sent in an alternative way, for example glass and sheet metal, the extra shipping costs will be passed on to you on a subsequent calculation basis.

Article 14 – Liability

1. Entrepreneur is only liable towards consumer and/or business customer for damage that is the foreseeable and direct result of an attributable shortcoming on the part of Entrepreneur in the execution of his obligations under the agreement between him and the consumer and/or business customer. . Any form of consequential or indirect damage is excluded from compensation. This includes: trading loss, damage due to delay (other than statutory interest), damage due to depreciation, loss of enjoyment, loss of profit, or loss suffered, damage in connection with costs for towing or replacement transport or rental and lease costs, damage due to extra transport costs, damage to (goods of) third parties, cargo damage, damage due to infringement of patents, licenses or other rights of third parties as a result of the use of data provided by or on behalf of the consumer and/or business customer, or damage or loss, from whatever cause also, of raw materials, semi-finished products, models, tools

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- and other items made available by the consumer and/or business customer, as well as personal or immaterial damage.
2. Insofar as the Entrepreneur is obliged to compensate damage under the provisions of paragraph 1, this only concerns damage against which he is insured, or at least should reasonably have been insured, on the understanding that never a higher than the maximum insured or reasonably insured amount is eligible for reimbursement. The purpose of this provision is to establish a damage ceiling.
 3. With regard to the condition of the work and/or items delivered by the Entrepreneur, his liability towards the consumer and/or business customer does not extend further than described in the warranty conditions, as determined in Article 14. Consumer and/or business customer does not belong to the rights that the law gives the consumer and/or business customer not acting in the exercise of a profession or business on that basis, such as the right under Book 7 of the Dutch Civil Code that the case corresponds to the agreement on delivery.
 4. Any other claim for compensation, for whatever reason, is excluded.
 5. Consumer and/or business customer indemnifies Entrepreneur against all claims from third parties, unless Entrepreneur is liable according to this article.
 6. Our liability is limited to deliveries of goods within mainland Europe. Any claim for compensation in connection with a delivery or onward delivery to a non-European country or an overseas territory of a European country is excluded.

Article 15 - Force majeure

1. If it appears that the execution of an agreement for the Entrepreneur as a result of force majeure becomes difficult or impossible, he is entitled to dissolve the agreement, insofar as it has not yet been performed, by means of a written statement, with notification to the consumer and / or business customer of the circumstances that make further execution difficult or impossible.
2. Force majeure within the meaning of these terms and conditions includes, but is not exhaustive:
3. war or a similar situation, riot, sabotage;
4. fire, lightning, explosion, release of hazardous substances or gases;
5. power failure, factory or business failure of any kind;
6. boycott, company occupation, blockade insofar as carried out by employees other than employees employed by the Entrepreneur;
7. transport obstacles, frost loss, import and export bans;
8. non-attributable failure(s) of third parties engaged by the Entrepreneur for the performance of the agreement;
9. all obstacles caused by government measures;
10. epidemics;
11. theft, embezzlement or damage to items from the warehouse, workshop or other business premises of the Entrepreneur, or during transport;

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12. as well as any (other) circumstance that hinders the normal course of business of the Entrepreneur, as a result of which the fulfillment of the agreement cannot reasonably be expected of the Entrepreneur. The provisions of this paragraph also apply if these circumstances concern suppliers of the Entrepreneur and other third parties engaged by him.
13. If a force majeure situation occurs on the part of the Entrepreneur, he will inform the consumer and/or business customer thereof as soon as possible, stating whether delivery is still possible and if so, within what period.
14. If delivery has not become permanently impossible as a result of force majeure, but cannot yet take place within a period of 3 months after the agreed delivery date, both parties are entitled to dissolve the agreement by notifying the other party in writing, without that one party is entitled to compensation against the other party. Such notification must be made within 1 week after (receipt of) notification as referred to in paragraph 3 above.

Article 16 - Complaints procedure

1. The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the implementation of the agreement must be fully and clearly described and submitted in writing to the entrepreneur within 14 days of delivery.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will answer within the period of 14 days with a notification of receipt and an indication when the consumer and / or business customer can expect a more detailed answer.
4. A complaint does not suspend the entrepreneur's obligations, unless the entrepreneur indicates otherwise in writing.
5. If a complaint is found to be justified by the entrepreneur, the entrepreneur will, at its discretion, replace or repair the delivered products free of charge. If the entrepreneur cannot supply a replaceable product, he will refund the amount paid for the product by the consumer and/or business customer, or the customer will receive a voucher. This voucher is valid when a stamp and signature of the entrepreneur is clearly visible.

Article 17 – Disputes

1. Agreements between the entrepreneur and the consumer and/or business customer to which these general terms and conditions apply are exclusively governed by Dutch law. Even if the consumer and/or business customer lives abroad.
2. The Vienna Sales Convention does not apply.

Article 18 - Additional or different provisions

1. Additional provisions or provisions that deviate from these general terms and conditions may not be to the detriment of the consumer and/or business customer and must be recorded in writing or in such a way that they can be accessed by the consumer and/or business customer in an accessible manner. are stored on a durable data carrier.