

TERMS AND CONDITIONS

These general terms and conditions apply to all offers, agreements and deliveries between Altijd Raak Penders B.V., Altijd Raak Penders (De)Montage B.V., Altijd Raak Penders Auto's & Parts B.V. en Car Parts International B.V., to be mentioned hereinafter: "Altijd Raak Penders c.s." and consumers, whereby Altijd Raak Penders c.s. sell goods and or parts of goods, hereinafter referred to as: 'Services', to the consumers.

All services and offers on the side of Altijd Raak Penders c.s., under whatever name they may be known and in whatever manner made are without obligation, unless expressly stated otherwise. The agreement is concluded only through written confirmation and/or signature of Altijd Raak Penders c.s.

Deviations, including additions or extensions to these general terms and conditions, shall only be valid if they are agreed upon in writing by both parties. In the event that any provision of these general terms and conditions is void or is annulled, the remaining provisions shall remain in full force, and the consumer and Altijd Raak Penders c.s. shall enter into consultation to agree on a new provision to replace the void/annulled provision(s). In doing so, the purpose and intent of such a provision shall be taken into account as much as possible.

Article 1 – The offer and acceptance

- 1.1 Altijd Raak Penders c.s. makes a verbal or written order. In the case of a verbal offer, it will be confirmed in writing as soon as possible.
- 1.2 This offer provides a complete and accurate description of the order, i.e. the price and the rights and obligations of the consumer and the seller.
- 1.3 All B2B delivered/dismantled goods/parts – agreed to fall within a business activity – unless otherwise stated upon delivery, can be exchanged for an equivalent, comparable part in the case of a demonstrable defect or deficiency, within seven days from the day after delivery, provided that the part is marked with quality mark applied by Altijd Raak Penders c.s.
- 1.4 All B2C delivered/dismantled goods/parts – agreed to fall within a business activity – unless otherwise stated upon delivery, can be exchanged for an equivalent, comparable part in the case of a demonstrable defect or deficiency, within fourteen days from the day after delivery, provided that the part is marked with quality mark applied by Altijd Raak Penders c.s.
- 1.5 Consumers have the obligation to inform Altijd Raak Penders c.s. in a timely and written manner about any inaccuracies regarding the delivered part.
- 1.6 Unless the consumer has made a timely notification of the defect, the consumers cannot claim or request any refund, unless otherwise stated. If no comparable, equivalent part is available or if the consumer has notified the defect in a timely manner, the consumer may claim a partial or full refund of the purchase amount.
- 1.7 Altijd Raak Penders c.s. reserves the right not to provide any warranty in case of improper installation/assembly or disassembly carried out by or on behalf of the consumer if applicable.

Article 2 – Client details

- 2.1 Unless otherwise agreed, Altijd Raak Penders c.s. requests that the consumers provide his/her names, address details and telephone number when placing orders or purchasing parts.
- 2.2 The consumer is responsible for the accuracy and reliability of the information provided, even if it originates from third parties, unless otherwise arising from the nature of the assignment.
- 2.3 Altijd Raak Penders c.s. will use this information solely to confirm and validate orders, in accordance with the terms and conditions of these general terms and conditions.

Article 3 – The agreement and prices

- 3.1 Altijd Raak Penders c.s. lays down the agreement in writing and gives a copy thereof to the consumer.

- 3.2 Unless otherwise indicated in writing by Altijd Raak Penders c.s., all stated prices are in Euros and are exclusive of VAT and any other government-imposed charges or margin schemes, for the consumer who enters into agreements that fall within their business activity. If the consumer enters into the agreement, all stated prices are in Euros and include VAT and any other government-imposed charges or margin schemes.
- 3.3 Changes in taxes, excise duties, and other government-imposed charges will be passed on both in non-agreed and agreed prices
- 3.4 Notwithstanding the provisions in Article 3, paragraph 2, price increases due to changes in factory and/or importer prices and exchange rates may also be passed on to the consumer. The consumer has the right to cancel the agreement upon notification of this change if the price increase by the seller occurs after the conclusion of the agreement. Cancellation must take place within ten days after notification. For the consumer who enters into all offers, agreements, and deliveries for purposes falling within their business or professional activity, a price change does not constitute grounds for cancelling the agreement or order.
- 3.5 Altijd Raak Penders c.s. is entitled to request payment for delivery, at the time of delivery, and upon delivery of the part/material of the total purchase price, unless otherwise stated.
- 3.6 If a price increase occurs between the time of the offer and the time of the conclusion of the agreement and delivery by Altijd Raak Penders c.s. is entitled to pass this price increase on to the consumer.
- 3.7 In the event of cancellation, the consumer cannot claim reimbursement for costs incurred for installation, disassembly, assembly, transport, or any costs other than the purchase amount. Shipping costs, as well as return costs, are always the responsibility of the consumer. The consumer cannot make any claim for a refund of these costs.
- 3.8 Shipping costs are always the responsibility of the consumer, including in the case of a return, for whatever reason.

Article 4 – The payment

- 4.1 The consumer will receive an invoice before, during or after delivery.
- 4.2 Payment must be made by bank transfer into the seller's bank account within 14 days after the invoice date, unless otherwise agreed in writing. The aforementioned period is a strict deadline. Immediately after the expiration of this period, the consumer is in default without further notice if payment has not been made.
- 4.3 Altijd Raak Penders c.s. is entitled to demand payment for the delivered goods with each (partial) delivery under an agreement
- 4.4 Altijd Raak Penders c.s. will send a payment reminder to the consumer if the payment period has expired. This reminder will inform the consumer of their default and provide them with the opportunity to pay within 14 days of the date of the reminder. The reminder does not change the strict deadline in 4.3.
- 4.5 Altijd Raak Penders c.s. is entitled, after the expiration of the aforementioned period, to proceed with the collection of the amount owed to Altijd Raak Penders c.s. without further notice or announcement
- 4.6 If Altijd Raak Penders c.s. hands over the claim for collection, the consumer is liable for the extrajudicial collection costs. In B2C agreements, the amount of these costs is subject to (legal) limits. These costs are calculated according to the collection rate set out in the Debt Collection Costs Act or its successor, plus VAT, without prejudice to Altijd Raak Penders c.s. her right to claim the actual extrajudicial collection costs incurred instead.
- 4.7 In B2B agreements, the extrajudicial collection costs are set at 15% of the unpaid amount, with a minimum of €150.

- 4.8 If the consumer is in default with any payment, Altijd Raak Penders c.s. and its affiliates are entitled to suspend or terminate (the performance of) related agreements with the consumer.
- 4.9 If the consumer has objections to the invoices sent, the consumer must notify Altijd Raak Penders c.s. by registered letter within 7 days of the due date.

Article 5 – Delivery and risk

- 5.1 The consumer is obligated to ensure
 - a. The accessibility of the location where the delivery is to take place, and furthermore, to do everything possible within their power to enable smooth delivery of the ordered part or product;
 - b. The receipt of the ordered item;
 - c. A substitute person or staff member who can accept the product in case of absence;
 - d. To arrange for cash payment to the driver of Altijd Raak Penders c.s. if the parties have explicitly agreed to this in writing in advance.
- 5.2 The delivery date is specified in the agreement or order. Early delivery by Altijd Raak Penders c.s. is always allowed. The parties may agree that delivery will take place at a later date.
- 5.3 Altijd Raak Penders c.s. or its driver will contact the consumer at least one day in advance, either orally or in writing, to confirm the order and the delivery time of the products.
- 5.4 Shipping costs, as well as return costs, are the responsibility of the consumer.
- 5.5 Costs arising because the consumer has failed to comply with the obligations in Article 5, paragraph 1, will be charged to the consumer.
- 5.6 In the case of an expected delivery time, the consumer must first place Altijd Raak Penders c.s. in default. This means that Altijd Raak Penders c.s. is given an additional period of three weeks to deliver.
- 5.7 The risk of loss or damage to the items that are the subject of the order transfers to the consumer at the moment when they are legally and/or factually delivered to the consumer and thereby placed under the control of the consumer or a third party designated by the consumer

Article 6 – Retention of title

- 6.1 Altijd Raak Penders c.s. retains ownership of the goods sold to the consumer until the consumer has fully paid the total amount owed under the agreement. The consumer is obligated to handle the product with care and does not have the right to transfer the goods to third parties, pledge them, use them as collateral, remove them from the delivery location, or have them removed until the entire purchase price, including any associated interest and costs, has been fully paid. In the event of a breach of the aforementioned, the return of the product becomes immediately due without the intervention of a court.

Article 7 – Cancellation and revocation

- 7.1 Cancellation of the B2B agreement must occur within seven days after the conclusion of the agreement. This must be cancelled in writing. If an agreement for delivery has been made between the parties, the agreement can be cancelled up to a maximum of 48 hours before the moment of delivery.
- 7.2 If the consumer is not satisfied with the purchase, they can revoke the agreement within 14 days after delivery. This must be done in writing. The product must be returned to Altijd Raak Penders c.s. within 14 days after the revocation notice, or an appointment should be made if the product has already been assembled. The costs for disassembly, travel, and any usage costs must be reimbursed by the consumer. This article does not apply to the consumer who enters into all agreements that fall within their business activity.
- 7.3 The consumer can never claim reimbursement for costs related to: installation, disassembly, assembly, transport, or any costs other than the purchase price.

Article 8 – Conformity

- 8.1 The delivered part has the characteristics that the consumer may reasonably expect based on the agreement. This also applies to special use, insofar as this was foreseen by the parties when concluding the agreement. If the part does not meet the reasonable expectations, the consumer is generally entitled to repair. If repair is not possible, the consumer is entitled to have the part replaced

- 8.2 The consumer must inspect, or immediately after delivery, check whether the delivered goods or services meet the agreement
- 8.3 Any perceived deviations from reasonable expectations must be reported to Altijd Raak Penders c.s. within 14 days after receiving the goods or services have taken place.
- 8.4 If the parts show a demonstrable defect or fault upon delivery, they may be exchanged for an equivalent, comparable part, if available, within seven days from the day after delivery. This applies only if the part bears a certification mark placed by Altijd Raak Penders c.s. If the product is not in stock and the consumer has reported the defect or fault in a timely manner, the consumer is entitled to a partial or full refund of the purchase amount. If the consumer has not reported the defect in a timely manner, they are not entitled to any refund or replacement of the product
- 8.5 The consumer has the obligation to inform Altijd Raak Penders c.s. in writing and in a timely manner of any inaccuracies regarding the delivered goods. Notifications must be made to Altijd Raak Penders c.s. within seven days from the delivery date.

Article 9 – Warranty

- 9.1 The warranty period is three months after delivery. If a longer warranty period is applicable, Altijd Raak Penders c.s. will inform the consumer in writing. Altijd Raak Penders c.s. may extend this period to a maximum of 24 months.
- 9.2 The part must be marked with a certification from Altijd Raak Penders c.s. indicating the purchase date.
- 9.3 The warranty is void if the alleged defect was known at the time of the conclusion of the agreement or could reasonably have been known.
- 9.4 The warranty does not apply if the part was improperly installed or assembled by the consumer or on the consumers instructions.
- 9.5 Only if no comparable, equivalent part is in stock, may the consumer claim a refund of the purchase amount.

Article 9.1 – Warranty does not apply

- 9.1 After improper installation and/or assembly by the consumer or on the consumers behalf.
- 9.2 If the consumer has made repairs or alterations on their own.
- 9.3 If there are parts for which it was agreed that the old defective part would be returned to Altijd Raak Penders c.s., and this has not yet been received. This also applies even if the consumer has paid a deposit for the return of the part.
- 9.4 On electronic parts and sheet metal.

Article 10 – Liability

- 10.1 Altijd Raak Penders c.s. is not liable for miscommunication, delays, or the improper receipt of order details and notifications resulting from the use of any means of communication, unless and to the extent that there is intent or gross negligence on the part of Altijd Raak Penders c.s.
- 10.2 In all cases, liability is limited to the purchase amount agreed upon between the parties.
- 10.3 Altijd Raak Penders c.s. is not liable for direct or indirect damage of any kind, and its liability is therefore explicitly limited to the purchase amount.
- 10.4 The consumer is obliged to indemnify Altijd Raak Penders c.s. against any claims of any kind that third parties may assert against Altijd Raak Penders c.s., if damage or injury occurs to a third party through or during the use of the goods delivered by Altijd Raak Penders c.s.

Article 11 – Force Majeure

- 11.1 Altijd Raak Penders c.s. is not obligated to fulfill any obligation towards the customer in the event of force majeure.
- 11.2 Force majeure is understood to mean any external unforeseen causes over which Altijd Raak Penders c.s. has no control. Altijd Raak Penders c.s. also has the right to invoke force majeure if the circumstances that prevent the fulfillment of the agreement arise after the commitment should have been fulfilled.
- 11.3 Altijd Raak Penders c.s. may suspend the obligations under the agreement during the period that force majeure persists. If this period exceeds one month, either party has the right to terminate the agreement, without any obligation to compensate the other party for damages.

Article 12 – Complaints

- 12.1 Complaints are understood to mean: any grievances regarding the execution of the agreement.
- 12.2 Complaints regarding the quality of the delivered products or regarding the execution of the (dismantling) work on the premises of Altijd Raak Penders c.s. can only be made by the consumer to Altijd Raak Penders c.s. if these are made known in writing within seven days after delivery/execution of the work.
- 12.3 Complaints submitted in a timely manner will not be processed if it is found that the consumer or any third parties have made alterations or repairs to the purchased goods, unless Altijd Raak Penders c.s.. has expressly granted written permission for such actions.

Article 13 – Images

- 13.1 All images, photos, and drawings, as well as data regarding specifications on Altijd Raak Penders c.s. her website, are indicative and cannot serve as grounds for compensation or termination of the agreement.
- 13.2 All advertisements posted by Altijd Raak Penders c.s. on websites where (certified) images are shown are indicative and cannot serve as grounds for compensation or termination of the agreement.

Article 14 – Applicable law and forum selection

- 14.1 The agreement is governed by Dutch law.
- 14.2 All disputes between the parties will be exclusively submitted to the competent court in the Rotterdam district, unless the dispute is to be heard by the Subdistrict Court, in which case the provisions of the law must be followed.

Article 15 – Applicability of articles

- 15.1 The articles apply to all offers, agreements and deliveries between Altijd Raak Penders c.s. and a company or consumer