

General Sales and Delivery Conditions Venema Cars & Parts.

1. Applicability

1. These general terms and conditions apply to all sales agreements made by Autodemontage Venema closed with Buyers.
2. Binding deviations and / or additions to these general terms and conditions Car dismantling Venema only if it is written and express are defined.
Purchasing conditions of the Buyer are made by Autodemontage Venema never accepted.

2. Prices

1. Unless otherwise stated, all amounts are exclusive of deduction or discount and including VAT, whether or not calculated via the VAT margin scheme of the dismantling company.
2. Prices are calculated for delivery ex company, unless explicitly in writing otherwise agreed.
3. Quotations of prices, items offered for sale and specifications contained in general offers, such as catalogs, price lists and other printed matter, are indicative and without obligation. They do not bind Autodemontage Venema and The buyer cannot invoke these statements.

3. Delivery

1. Delivery takes place ex company, warehouse or shop at the choice of Car dismantling Venema.
Buyer has a purchase obligation insofar as this is the case mandatory provisions do not preclude this.
2. Transport of parts by Autodemontage Venema takes place entirely at the expense and risk of the Buyer.
3. The risk of the sold is transferred when Autodemontage Venema informs the Buyer that goods are ready for delivery or Autodemontage Venema informs the Buyer that these are matters sent.
4. The sold item will be delivered in the condition in which it was at closing of the agreement.

4. Delivery time

1. All delivery times stated by Autodemontage Venema are indicative. Delivery times can never be regarded as a deadline, unless mandatory legal provisions preclude this.
2. Late delivery can only lead to default of Autodemontage Venema, after Buyer Autodemontage Venema validly has declared fault, whereby Buyer Autodemontage Venema a period of at least half of the originally stated delivery time asked to deliver.
3. An agreement cannot be legally valid because of exceeding the term will be dissolved, unless the term stated in the notice of default has expired in accordance with the previous paragraph of this article and the maintenance of the agreement cannot be required from the Buyer.
4. If the Buyer does not return within two weeks of Autodemontage Venema

has informed him that the purchased item is ready for collection
Car dismantling Venema entitled to the agreement without
to dissolve judicial intervention.

5. Payment

1. Unless otherwise agreed, payment is made in cash and in advance, unless mandatory legal provisions preclude this.
2. Invoices will in any case expire on the fourteenth day after the invoice date.
3. If an invoice expires, the Buyer is without a summons or notice of default is required, in default. At that time, all outstanding invoices from Autodemontage Venema addressed to Buyer, immediately and fully due and payable.
4. From the moment of default the buyer owes the full amount amount owed default interest equal to 1.5% per month.
5. If Autodemontage Venema due to the default of the Buyer is forced to hand over her claim for collection, all come associated costs, such as administrative costs, judicial costs and extrajudicial costs, including costs for a bankruptcy petition, at the expense of the Buyer. The extrajudicial collection costs amount to at least 15% of the unpaid amount, with an absolute minimum of € 150.00, unless mandatory provisions oppose this.

6. Retention of title

1. Autodemontage Venema remains the owner of the goods delivered by it matters until the time when the Buyer fulfills all obligations towards Car dismantling Venema with regard to the relevant, the previous and next transactions.

Until that time, the Buyer is bound by
Car dismantling Venema delivered goods separately from other goods and clearly identified as the property of Autodemontage Venema.
to keep and properly insured and kept insured.

2. If Buyer has any obligation under paragraph 1 of this article Venema fails or if there is a well-founded fear it is justified that the Buyer will not fulfill the aforementioned obligations Car dismantling Venema entitled without notice To immediately take delivery of the goods delivered by the Buyer, wherever it is located were allowed to be. The costs of taking back are then always charged to Buyer.
3. As long as the above claims have not been paid, the buyer is not entitled to alienate the relevant goods or to transfer the relevant goods to a establish a pledge or non-possessionary pledge.
4. If Autodemontage Venema cannot rely on it retention of title, because the delivered goods are mixed, deformed or traced, the Buyer is obliged to deliver the newly formed goods to Autodemontage To pawn Venema and to take the necessary actions to that end perform.

7. Shortcomings / complaints

1. Without prejudice to the applicable warranty conditions such as by Autodemontage Venema published on its website, the Buyer is obliged to deliver matters immediately accurately for observable shortcomings

to check.

Defects found must be reported within seven days of discovery to Autodemontage Venema.

2. The notification referred to in the previous paragraph must be made in writing and accompanied by a description of the findings shortcoming, stating the invoice and invoice number, unless mandatory provisions preclude this. Buyer must Car dismantling Venema to enable the identified verify shortcoming. Does the Buyer not meet the stated notification requirements, then his right to invoke shortcomings expires.

3. Shortcomings in the delivered are no ground for dissolution of the agreement, unless mandatory legal provisions oppose this object if Autodemontage Venema is able to correct the shortcoming remedy within a reasonable time.

4. The buyer will submit the costs as a result of unfounded complaints Reimburse car dismantling Venema.

5. A shortcoming does not entitle the Buyer to give up his payment obligation suspend.

8. Force majeure

1. If Autodemontage Venema fails in whole or in part the fulfillment of the obligation to the Buyer cannot meet this shortcoming Autodemontage de Venema are allocated if Autodemontage Venema the execution of the agreement is made more difficult is made impossible by a - foreseeable or otherwise - circumstance beyond the control of Autodemontage Venema located, such as, but not limited to:

- failure by suppliers / transporters
- war
- riot or similar situations
- sabotage
- boycott
- strike or occupation
- machine damage
- theft from the warehouses
- business disorders
- government measures
- bad weather
- lightning strike
- fire.

2. If a situation arises referred to in paragraph 1 of this article, Car dismantling Venema is not liable for any resulting damage damage resulting for the Buyer and Autodemontage Venema can go to suspend fulfillment of its obligations or dissolve agreement in whole or in part without judicial intervention without being obliged to pay any compensation to the Buyer.

9. Use of the case

1. The buyer must use the delivered item in accordance with its nature and destination, with due observance of all legal instructions for use and the instructions for use prescribed by Autodemontage Venema.

2. Car dismantling Venema sells auto parts. To be able to

meet the requirements for car parts, they must be on the installed correctly by a specialist.

3. If the Buyer does not deliver the delivered item in accordance with paragraph 1 or 2 of this article used or. and the Buyer suffers any form of damage (including personal injury of the Buyer or a third party), then Autodemontage is Venema for this damage not liable, unless Buyer proves that it is incorrect use or improper installation has had no influence on the occurrence of the damage.

4. The buyer will indemnify Autodemontage Venema against all damage claims from third parties (employees and other third parties) if there is a conflict acted with paragraph 1.

10. Liability

1. For damage from or in connection with deliveries for which Autodemontage Venema can be held legally liable, insofar as mandatory provisions do not otherwise entail that the liability of Autodemontage Venema the invoice amount not to goes upstairs.

2. Damage, insofar as it consists of lost profit or reduced revenue and any other indirect or consequential damages, such as trading loss or any no compensation or fine owed by the buyer to third parties shall come into effect eligible for reimbursement, unless stated otherwise mandatory provisions.

3. Except insofar as any at Autodemontage Venema liability ex Section 3 of Title 3 of Book 6 of the Dutch Civil Code rests and insofar as the the law permits, the buyer indemnifies Autodemontage Venema against claims for whatever reason from third parties, who claim to have damage suffered as a result of the purchase or any act or omission of Car dismantling Venema in the context of the implementation of the agreement, unless the buyer demonstrates that Autodemontage Venema in the relationship to the buyer is liable and this damage to the buyer must reimburse.

4. Under penalty of forfeiture of the right to compensation Car dismantling Venema gave all desired cooperation to the investigation into the cause, nature and extent of the damage for which compensation is being progressed.

11. Dissolution

1. The Buyer may fully or partially dissolve the agreement only occur after a legally valid notice of default whereby Car dismantling Venema is set a reasonable term to still to fulfill. The dissolution statement of the Buyer to Autodemontage Venema must be made in writing, under penalty of nullity, unless mandatory legal provisions oppose this.

2. The buyer is not entitled to fully or partially enter into the agreement dissolve or suspend his obligations, if he is already in default is in compliance with its obligations.

3. If Autodemontage Venema agrees to dissolution, without it Autodemontage Venema has been in default on its part right to compensation for all financial loss, such as costs, lost profit and reasonable costs to determine damage and liability.

4. In case of partial dissolution, the Buyer cannot claim

Reversal of what has already been done by Venema performance and Autodemontage Venema is fully entitled to payment for the services already performed without prejudice to the right of Car dismantling Venema to reverse its performance and claim damages.

12. Disputes

1. All disputes that will arise between parties are subject to Dutch law applicable.
2. All disputes will be adjudicated by the district court in which Autodemontage Venema is located, unless mandatory legal provisions oppose this and unless Autodemontage Venema chooses another court.

13. Bondage

1. Should any of the above provisions apply for any reason lose, all other provisions remain valid as much as possible preserve.

Consumer part

14. Buy remotely

1. In the event of an agreement under Article 7: 46a of the Dutch Civil Code (Purchase or Distance), this applies
Consumer for seven working days after receipt of the delivered has the right to terminate the agreement. The cost for returns are then for the account of the Consumer. There is under this Article no right to dissolution if the delivered item is established brought in accordance with specifications provided by Consumer.
2. The purchased item must be delivered within seven days after dissolution returned (if possible in the original packaging). Car dismantling Venema is only bound to a refund under the preceding paragraph if it has returned the delivered goods within the applicable term received in the state in which it has sent these goods to the Consumer. Goods already used by the Consumer and parts of delivered goods will not be returned.