

Terms and Conditions

Table of contents:

- Article 1 - Definitions
- Article 2 - Identity of the entrepreneur
- Article 3 - Applicability
- Article 4 - The offer
- Article 5 - The agreement
- Article 6 - Right of withdrawal
- Article 7 - Obligations of the consumer during the reflection period
- Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof
- Article 9 - Obligations of the entrepreneur upon withdrawal
- Article 10 - Exclusion right of withdrawal
- Article 11 - The price
- Article 12 - Compliance and extra guarantee
- Article 13 - Delivery and execution
- Article 14 - Duration transactions: duration, cancellation and renewal
- Article 15 - Payment
- Article 16 - Complaints procedure
- Article 17 - Disputes
- Article 18 - Additional or deviating provisions

Article 1 - Definitions

In these terms and conditions the following definitions

apply: 1. **Supplementary agreement:** an agreement whereby the consumer buys products, digital content and/or acquires services in connection with a distance contract and these goods, digital content and/or services are supplied by the entrepreneur or by a third party on the basis of an agreement between that third party and the entrepreneur; 2.

Reflection period: the period within which the consumer can make use of his right of withdrawal; 3. **Consumer:** the natural person who is not acting for purposes related to his

trade, business, craft or professional activity; 4. **Day:** calendar day; 5. **Digital content:**

data produced and delivered in digital form; 6. **Continuing performance contract:** an agreement that extends to the regular delivery of goods and services and/or digital content over a period of time;

7. **Durable data carrier:** any tool - including e-mail - that enables the consumer or entrepreneur to store information that is addressed to him personally in a way that facilitates future consultation or use during a period that is geared to the purpose for which the information is intended, and which allows unaltered reproduction of the stored information;

8. **Right of withdrawal:** the option of the consumer to waive the payment within the cooling-off period distance agreement;

9. **Entrepreneur:** the natural or legal person who supplies products, (access to) digital content and/or provides services to consumers at a distance; 10. **Distance**

contract: an agreement concluded between the entrepreneur and the consumer within the framework of an organized system for the distance sale of products, digital content and/or services, whereby up to and including the conclusion of the agreement use is made of one or more techniques for distance communication; 11. **Model withdrawal form:** the European model withdrawal form included in Annex I of these terms and conditions. Annex I need not be made available if the consumer has no right of withdrawal with regard to his order;

12. **Technique for distance communication:** means that can be used for closing an agreement, without the consumer and entrepreneur having to be in the same room at the same time.

Article 2 - Identity of the entrepreneur

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If the activity of the entrepreneur is subject to a relevant licensing system: the information about the supervisory authority.

If the entrepreneur practices a regulated profession: - the professional association or organization with which he is affiliated; - the professional title, the place in the EU or the European Economic Area where it was awarded; - a reference to the professional rules that apply in the Netherlands and instructions where and how these professional rules can be accessed.

Article 3 - Applicability 1.

These general terms and conditions apply to every offer from the entrepreneur and to every to concluded distance contract between entrepreneur and consumer.

2. Before the distance contract is concluded, the text of this general conditions made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, the entrepreneur will indicate how the general terms and conditions can be viewed at the entrepreneur's premises and that they will be sent free of charge as soon as possible at the request of the consumer.
3. If the distance contract is concluded electronically, contrary to the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that they can be read by the consumer. consumer can be stored in a simple manner 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 inspected electronically and that they will be sent free of charge at the request of the consumer electronically or otherwise.
4. In the event that specific product or service conditions apply, the second and third paragraphs apply mutatis mutandis and the consumer can always invoke the applicable provision that is most favorable to him in the event of conflicting conditions.

Article 4 - The offer 1.

If an offer has a limited period of validity or is subject to conditions, this will be expressly stated in the offer.

2. The offer contains a complete and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to enable a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a true representation of the products, services and/or digital content offered. Obvious mistakes or errors in the offer do not bind the entrepreneur.
3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer.

Article 5 - The agreement 1.

The agreement is concluded, subject to the provisions of paragraph 4, at the moment of acceptance by the consumer of the offer and compliance with the corresponding conditions.

2. If the consumer 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 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 he will ensure

for a secure web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.

4. The entrepreneur can - within legal frameworks - inform himself whether the consumer can meet his payment obligations, as well as 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 implementation.
5. The entrepreneur will at the latest upon delivery of the product, service or digital content to the consumer with the following information, in writing or in such a way that it can be stored in an accessible manner by the consumer on a durable data carrier:
 - a. the visiting address of the establishment of the entrepreneur where the consumer can go with complaints
able to;
 - b. 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;
 - c. the information about warranties and existing after-sales service; d. the price including all taxes of the product, service or digital content; where applicable, the costs of delivery; and the method of payment, delivery or performance of the distance contract; e. the requirements for termination of the agreement if the agreement has a duration of more than one year or is of an indefinite duration;
 - f. if the consumer has a right of withdrawal, the model form for withdrawal.
6. In the case of a long-term transaction, the provision in the previous paragraph only applies to the first delivery.

Article 6 - Right of withdrawal

For products: 1.

The consumer can terminate an agreement regarding the purchase of a product during a cooling-off period of at least 14 days without giving reasons. The entrepreneur may ask the consumer about the reason for the withdrawal, but not oblige him to state his reason(s).

2. The cooling-off period referred to in paragraph 1 commences on the day after the consumer, or a third party designated in advance by the consumer, who is not the carrier, has received the product, or:
 - a. if the consumer has several products in the same order ordered: the day on which the consumer, or a third party designated by him, has received the last product. The entrepreneur may, provided he has clearly informed the consumer about this prior to the ordering process, refuse an order for several products with different delivery times.
 - b. if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by him, has received the last shipment or the last part;
 - c. in the case of agreements for regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, has received the first product.

For services and digital content that is not supplied on a material carrier: 3. The

consumer can conclude a service agreement and an agreement for the delivery of digital content that has not been delivered on a material carrier for at least 14 days without giving reasons. The entrepreneur may ask the consumer about the reason for the withdrawal, but not oblige him to state his reason(s).

4. The cooling-off period referred to in paragraph 3 commences on the day following the conclusion of the agreement.

Extended cooling-off period for products, services and digital content that is not supplied on a material carrier if no information is provided about the right of withdrawal: 5. If

the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal or the model form for withdrawal, the cooling-off period will expire twelve months after

the end of the original reflection period determined in accordance with the previous paragraphs of this article.

6. If the entrepreneur has provided the consumer with the information referred to in the previous paragraph provided within twelve months after the commencement date of the original cooling-off period, the cooling-off period will expire 14 days after the day on which the consumer received that information.

Article 7 - Obligations of the consumer during the cooling-off period 1.

During the cooling-off 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 determine the nature, characteristics and operation of the product. The starting point here is that the consumer may only handle and inspect the product as he would be allowed to do in a shop.

2. The consumer is only liable for depreciation of the product that is the result of a way of handling the product that goes beyond what is permitted in paragraph 1.
3. The consumer is not liable for depreciation of the product if the entrepreneur has not provided him with all legally required information about the right of withdrawal before or at the conclusion of the agreement.

Article 8 - Exercising the right of withdrawal by the consumer and costs thereof 1. If the consumer makes use of his right of withdrawal, he will report this to the entrepreneur within the cooling-off period by means of the model form for withdrawal or in another unambiguous manner.

2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer shall return the product or hand it over to (an authorized representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to collect the product himself. The consumer has in any case observed the return period if he returns the product before the cooling-off period has expired.
3. The consumer returns the product with all accessories supplied, if reasonably possible in the original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.
4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lie with the consumer.
5. The consumer bears the direct costs of returning the product. As the entrepreneur has not reported that the consumer must bear these costs or if the entrepreneur indicates that he will bear the costs himself, the consumer does not have to bear the costs for returning the goods.
6. If the consumer withdraws after having first expressly requested that the performance of the service or the supply of gas, water or electricity that are not made ready for sale in a limited volume or certain quantity starts during the cooling-off period, the consumer owes the entrepreneur an amount that is proportional to that part of the obligation that the entrepreneur has been fulfilled at the time of withdrawal, compared to full fulfillment of the obligation.
7. The consumer bears no costs for the performance of services or the supply of water, gas or electricity that have not been made ready for sale in a limited volume or quantity, or for the supply of district heating, if: a. has not provided the legally required information about the right of withdrawal, the reimbursement of costs in the event of withdrawal or the model form for withdrawal, or; b. the consumer has not expressly requested the commencement of the performance of the service or supply of gas, water, electricity or district heating during the cooling-off period.
8. The consumer does not bear any costs for the full or partial delivery of not on a digital content supplied on material carrier, if: a. prior to delivery, he has not expressly agreed to commencing compliance with the agreement before the end of the cooling-off period; b. he has not acknowledged losing his right of withdrawal when giving his consent; or c. the entrepreneur has failed to confirm this statement from the consumer.
9. If the consumer makes use of his right of withdrawal, all additional agreements legally dissolved.

Article 9 - Obligations of the entrepreneur in the event of

- withdrawal**
1. If the entrepreneur makes the notification of withdrawal by the consumer electronically possible, he will immediately send a confirmation of receipt after receipt of this notification.
 2. The entrepreneur reimburses all payments made by the consumer, including any delivery costs charged by the entrepreneur for the returned product, immediately but within 14 days following the day on which the consumer notifies him of the withdrawal. Unless the entrepreneur offers to collect the product himself, he may wait with paying back until he has received the product or until the consumer demonstrates that he has returned the product, whichever is the earlier.
 3. The entrepreneur uses the same means of payment that the consumer has used for reimbursement, unless the consumer agrees to a different method. The refund is free of charge for the consumer.
 4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to reimburse the additional costs for the more expensive method.

Article 10 - Exclusion of the right of

withdrawal The entrepreneur can exclude the following products and services from the right of withdrawal, but only if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the

agreement: 1. Products or services whose price is subject to is due to fluctuations in the financial market over which the entrepreneur has no influence and which may occur within the withdrawal period;

2. Agreements concluded during a public auction. A public auction is understood to mean a sales method in which products, digital content and/or services are offered by the entrepreneur to the consumer who is personally present or is given the opportunity to be personally present at the auction, under the supervision of an auctioneer, and in which the successful bidder is obliged to purchase the products, digital content and/or services;

3. Service agreements, after full performance of the service, but only if:

- a. the performance has begun with the express prior consent of the consumer; and b. the consumer has declared that he will lose his right of withdrawal as soon as the entrepreneur has fully executed the agreement;

4. Package travel as referred to in Article 7:500 of the Dutch Civil Code and agreements for passenger transport; 5. Service agreements for the provision of accommodation, if the agreement provides for a specific date or period of performance and other than for residential purposes, goods transport, car rental services and catering;

6. Agreements with regard to leisure activities, if a certain one is included in the agreement date or period of implementation thereof is provided;

7. Products manufactured according to the consumer's specifications, which are not prefabricated and which are manufactured on the basis of an individual consumer choice or decision, or which are clearly intended for a specific person; 8. Products

that spoil quickly or have a limited shelf life; 9. Sealed products that are

not suitable to be returned for reasons of health protection or hygiene and of which the seal has been broken after delivery; 10. Products that are irrevocably mixed with other products

after delivery due to their nature; 11. Alcoholic beverages the price of which was agreed when the agreement was concluded,

but the delivery of which can only take place after 30 days, and the actual value of which depends on market fluctuations over which the entrepreneur has no influence; 12. Sealed audio,

video recordings and computer software, the seal of which has been broken after delivery; 13.

Newspapers,

periodicals or magazines, with the exception of subscriptions thereto; 14. The supply

of digital content other than on a tangible medium, but only if:

- a. the performance has begun with the express prior consent of the consumer; and b. the consumer has stated that he thereby loses his right of withdrawal.

Article 11 - The price

1. During the period of validity stated in the offer, the prices of the offered products and/or services not increased, except for price changes as a result of changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur can offer products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence, with variable prices. This dependence on fluctuations and the fact that any stated prices are target prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and: a. they are the result of statutory regulations or provisions; or b. the consumer has the authority to cancel the agreement with effect from the day on which the price increase takes effect.
5. The prices stated in the offer of products or services include VAT.

Article 12 - Compliance with the agreement and extra

- guarantee** 1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and the existing legal provisions and/or government regulations of the conclusion of the agreement. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. An additional guarantee provided by the entrepreneur, his supplier, manufacturer or importer never limits the legal rights and claims that the consumer can assert against the entrepreneur on the basis of the agreement if the entrepreneur has failed to fulfill his part of the agreement.
 3. An additional guarantee is understood to mean any obligation of the entrepreneur, his supplier, importer or producer in which it assigns certain rights or claims to the consumer that go beyond what it is legally obliged to do in the event that it has failed to fulfill its part of the agreement.

Article 13 - 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 has made known to the entrepreneur made.
3. With due observance of what is stated in article 4 of these general terms and conditions, the entrepreneur will execute accepted orders expeditiously but at the latest within 30 days, unless a different delivery period has been agreed. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this no later than 30 days after he has placed the order. In that case, the consumer has the right to dissolve the agreement without costs and is entitled to any compensation.
4. After dissolution in accordance with the previous paragraph, the entrepreneur will refund the amount that the consumer has paid repay immediately.
5. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a representative designated in advance and made known to the entrepreneur, unless expressly agreed otherwise.

Article 14 - Long-term transactions: duration, termination and extension

Termination: 1. The consumer may at any time terminate an agreement that has been entered into for an indefinite period and that extends to the regular delivery of products (including electricity) or services.

terminate with due observance of the agreed termination rules and a notice period of no more than one month.

2. The consumer can enter into an agreement that has been entered into for a definite period and that extends to the regular delivery of products (including electricity) or services, cancel at any time before the end of the fixed term with due observance of the agreed cancellation rules and a notice period of no more than one month.
3. The consumer can use the agreements referred to in the previous paragraphs:
 - cancel at any time and not be limited to cancellation at a specific time or in a certain period; -
 - cancel at least in the same way as they have been entered into by him;
 - always cancel with the same notice period as the entrepreneur has stipulated for himself.

Extension:

4. An agreement that has been entered into for a definite period and that extends to the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a fixed term.
5. Contrary to the previous paragraph, an agreement that has been entered into for a definite period and that extends to the regular delivery of daily newspapers, weekly newspapers and magazines may be tacitly renewed for a fixed term of a maximum of three months, if the consumer has extended this can terminate the agreement by the end of the extension with a notice period of no more than one month.
6. An agreement that has been entered into for a definite period and that extends to the regular delivery of products or services may only be tacitly extended for an indefinite period if the consumer may cancel at any time with a notice period of no more than one month. The notice period is a maximum of three months if the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
7. An agreement with a limited duration for the regular delivery of daily, news and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period.

Duration: 8. If an agreement has a duration of more than one year, the consumer may terminate the contract after one year terminate the agreement at any time with a notice period of no more than one month, unless reasonableness and fairness oppose termination before the end of the agreed term.

Article 15 - Payment

1. Unless otherwise stipulated in the agreement or additional terms and conditions, the amounts owed by the consumer must be paid within 14 days after the cooling-off period commences, or in the absence of a cooling-off period within 14 days after the conclusion of the agreement. In the case of an agreement to provide a service, this period commences on the day after the consumer has received confirmation of the agreement.
2. When selling products to consumers, the consumer may never be obliged to pay more than 50% in advance in the general terms and conditions. When advance payment has been stipulated, the consumer cannot assert any rights regarding the execution of the relevant order or service(s) before the stipulated advance payment has been made.
3. The consumer is obliged to immediately report inaccuracies in payment details provided or stated report to the entrepreneur.
4. If the consumer does not meet his payment obligation(s) in time, after he has been informed by the entrepreneur of the late payment and the entrepreneur has granted the consumer a period of 14 days to still meet his payment obligations, if payment is not made within this 14-day period, the statutory interest will be due on the amount still due and the entrepreneur will be entitled to charge the extrajudicial collection costs incurred by him. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% on the next € 2,500.= and 5% on the next € 5,000.= with a minimum of € 40.=. The entrepreneur can deviate from the stated amounts and percentages in favor of the consumer.

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 made within a reasonable time after the consumer has discovered the defects, fully and clearly described must be submitted to the entrepreneur.
 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 respond within the period of 14 days with a notice of receipt and an indication when the consumer can expect a more detailed answer.
 4. If the complaint cannot be resolved in mutual consultation within a reasonable period of time or within 3 months after the complaint was submitted, a dispute will arise that is subject to the dispute settlement procedure.

Article 17 - Disputes

1. On agreements between the entrepreneur and the consumer subject to these general terms and conditions relate, only Dutch law applies.

Article 18 - Additional or deviating provisions

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