

Terms and Conditions

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Article 1 - Definitions

In these terms and conditions:

1. **Reflection period:** the period within which the consumer can make use of his right of withdrawal;
2. **Consumer:** the natural person who does not act in the exercise of profession or company and enters into a distance contract with the entrepreneur;
3. **Day:** calendar day;
4. **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;
5. **Durable data carrier:** any means that enables the consumer or entrepreneur to store information that is addressed to him personally in a way that allows future consultation and unchanged reproduction of the stored information.
6. **Right of withdrawal:** the possibility for the consumer to cancel within the cooling-off period to waive the distance contract;
7. **Model form:** the model form for withdrawal that the entrepreneur makes available that a consumer can fill in if he wants to make use of his right of withdrawal.
8. **Entrepreneur:** the natural or legal person who offers products and/or services to consumers at a distance;

9. **Distance agreement:** an agreement whereby, within the framework of a system organized by the entrepreneur for the distance sale of products and/or services, up to and including the conclusion of the agreement, use is made of one or more techniques for communication on distance;

10. **Technique for distance communication:** means that can be used to conclude an agreement, without the consumer and entrepreneur coming together in the same room at the same time.

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

Article 2 - Identity of the entrepreneur

DP Auto Parts
Industrial road 3
8471AD Wolvega

Telephone number: 0561476032 E-
mail address: info@dpautoparts.nl Chamber
of Commerce number: 61896586 VAT
identification number: NL210259668B01

Article 3 - Applicability

1. These general terms and conditions apply to every offer from the entrepreneur and to every distance contract concluded and orders between the entrepreneur and the consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that 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, in derogation from the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions are made available to the consumer electronically in such a way that the consumer can easily store them 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, in addition to these general terms and conditions, specific product or service conditions apply, the second and third paragraphs apply mutatis mutandis and, in the event of conflicting general terms and conditions, the consumer can always invoke the applicable provision that is most favorable to him.

5. If one or more provisions in these general terms and conditions are wholly or partially null and void or are annulled at any time, the agreement and these terms and conditions will otherwise remain in effect and the relevant provision will be immediately replaced in mutual consultation by a provision that approached the purport of the original as much as possible.
6. Situations not regulated in these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.
7. Uncertainties about the explanation or content of one or more provisions of our terms and conditions must be explained 'in the spirit' of these general terms and 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 is without obligation. The entrepreneur is entitled to change and adapt 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. If the entrepreneur uses images, these are a true representation of the products and / or services offered. Obvious mistakes or errors in the offer do not bind 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 exactly match the real colors of the products.
6. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer. This concerns in particular:
 - the price including taxes;
 - any shipping costs;
 - the way 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 performance of the agreement;
 - the period for acceptance of the offer, or the period within which the entrepreneur guarantees the price;

- the level 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 basic rate for the means of communication used;
- whether the agreement is archived after the conclusion, and if so, how it can be consulted by the consumer;
- the way in which the consumer, before concluding the agreement, can check the data provided by him in the context of the agreement and, if desired, restore it;
- any other languages in which, in addition to Dutch, the agreement can be concluded;
- the codes of conduct to which the entrepreneur has submitted and the way in which the consumer 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. 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 immediately confirms electronically the receipt of the acceptance of the offer. 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
appropriate technical and organizational measures to secure the electronic transfer of data and he ensures 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 provide the consumer with the following product or service
information, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:

- a. the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
 - 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 information included in Article 4 paragraph 3 of these terms and conditions, unless the entrepreneur has already provided this information to the consumer before the execution of the agreement;
 - 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.
6. In the case of a long-term transaction, the provision in the previous paragraph only applies to the first delivery.
 7. Every agreement is entered into under the conditions precedent of sufficient availability of the relevant products.

Article 6 - Right of withdrawal

Upon delivery of products:

1. When purchasing products, the consumer has the option of to dissolve the agreement without giving reasons during 14 days.
This cooling-off 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 cooling-off period, the consumer will treat 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 make this known to the entrepreneur within 14 days after receipt of the product. The consumer must make this known by means of the model form. After the consumer has indicated that he wishes to make use of his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered goods have been returned on time, for example by means of proof of dispatch.
4. If the customer has not made it known after the expiry of the periods referred to in paragraphs 2 and 3 that he wishes to make use of his right of withdrawal resp. has not returned the product to the entrepreneur, the purchase is a fact.

When providing services:

1. When services are provided, the consumer has the option of dissolving the contract without giving reasons for at least 14 days, starting on the day of entering into the contract.
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 with the delivery.

Article 7 - Costs in case of withdrawal

1. If the consumer makes use of his right of withdrawal, the costs of return will be borne at most.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 14 days after cancellation. This is subject to the condition that the product has already been received back by the web retailer or that 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 clearly stated this 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:
 - a. that have been created by the entrepreneur in accordance with the consumer's specifications;
 - b. that are clearly personal in nature;
 - c. which cannot be returned due to their nature;
 - d. that can spoil or age quickly;
 - e. the price of which is subject to fluctuations in the financial market over which the entrepreneur has no influence;
 - f. for loose newspapers and magazines;
 - g. for audio and video recordings and computer software of which the consumer has broken the seal.
 - h. for hygienic products of which the consumer has broken the seal.
3. Exclusion of the right of withdrawal is only possible for services:

- a. regarding accommodation, transport, restaurant business or leisure activities to be performed on a specific date or during a specific period;
- b. the delivery of which has started with the express consent of the consumer before the cooling-off period has expired;
- c. regarding betting and lotteries.

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, 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 the prices of which 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 realization 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 range of products or services are inclusive VAT.
6. All prices are subject to printing and typesetting errors. No liability is accepted for the consequences of printing and typesetting 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 soundness and/or usability and the legal requirements existing on the date of the conclusion of the agreement. provisions 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 has no effect

affect the legal rights and claims that the consumer 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 in the original packaging and in new condition.
4. The guarantee period of the entrepreneur corresponds to the factory warranty period. However, the entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.
5. The warranty does not apply if:
 - The consumer has repaired and/or modified the delivered products himself or had them repaired and/or modified by third parties;
 - The delivered products have been exposed to abnormal conditions or are otherwise carelessly treated or are contrary to the instructions of the entrepreneur and/or have been treated on the packaging;
 - The defect is wholly or partly the result of regulations that the government has set or will set 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 has given to the company has made known.
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 has agreed to a longer delivery period. 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. The consumer is not entitled to compensation.
4. All delivery times are indicative. The consumer cannot derive any rights from any stated terms. Exceeding a term does not entitle the consumer 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 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 reported in a clear and comprehensible manner that a replacement item will be delivered. For replacement items right of withdrawal can not be excluded. The costs of a possible 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 or a pre-designated representative made known to the entrepreneur, unless expressly agreed otherwise.

Article 12 - Duration transactions: duration, cancellation and renewal

Cancellation

1. The consumer can 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, at any time with due observance of the agreed cancellation rules and a notice period of no more than one month.
2. The consumer can terminate an agreement that has been entered into for a definite period and that extends to the regular delivery of products (including electricity) or services, at any time towards the end of the fixed term, with due observance of the agreed cancellation rules and a notice period. of at most 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 specific period;
 - at least cancel 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

1. 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.
2. 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 news and 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.
3. 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 and a notice period of no more than three months if the agreement extends to regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.

4. 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

1. If an agreement has a duration of more than one year, the consumer can cancel the agreement at any time after one year with a notice period of no more than one month, unless reasonableness and fairness oppose cancellation before the end of the agreed term.

Article 13 - Payment

1. Unless otherwise agreed, the consumer amounts due must be paid within 7 working days after the start of the cooling-off period as referred to in Article 6 paragraph 1. In the case of an agreement to provide a service, this period commences after the consumer has received confirmation of the agreement.
2. The consumer is obliged to immediately report inaccuracies in payment details provided or stated to the entrepreneur.
3. In the event of non-payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer in advance.

Article 14 - 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 submitted within 7 days be submitted fully and clearly described to the entrepreneur, after the consumer has discovered the defects.
3. Complaints submitted to the entrepreneur will be processed within a period of 14 days days counted 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, a

dispute that is subject to the dispute settlement procedure.

5. In the event of complaints, a consumer must first turn to the entrepreneur.

In the event of complaints that cannot be resolved in mutual consultation, the consumer must turn to Stichting WebwinkelKeur (www.webwinkelkeur.nl), he will mediate for free. If a solution has not yet been reached, the consumer has the option of having his complaint handled by the independent disputes committee appointed by Stichting WebwinkelKeur, the decision of which is binding and both entrepreneur and consumer agree to this binding decision. There are costs associated with submitting a dispute to this disputes committee, which must be paid by the consumer to the relevant committee. It is also possible to register complaints via the European ODR platform (<http://ec.europa.eu/odr>).

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6. A complaint does not suspend the entrepreneur's obligations, unless the entrepreneur indicates otherwise in writing.
7. If a complaint is found to be justified by the entrepreneur, the entrepreneur at its option or replace or repair the delivered products free of charge.

Article 15 - Disputes

1. On agreements between the entrepreneur and the consumer to which this terms and conditions, only Dutch law applies. Even if the consumer lives abroad.
2. The Vienna Sales Convention does not apply.

Article 16 - 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.