

## General Terms and Conditions for the Online Sale of Car Parts

### 1. Definitions

In these general terms and conditions, the following terms are understood to mean:

- **Webshop:** the online store of Autodemotage Smit where car parts can be purchased.
- **Customer:** the natural person or legal entity who makes use of the webshop and places an order.
- **Agreement:** the contract between the customer and Autodemotage Smit for the purchase of car parts.

### 2. Applicability

These terms and conditions apply to all offers, orders, and agreements made through the webshop. Deviations are only valid if they have been explicitly agreed upon in writing.

### 3. Offer and Order

- All offers and prices are subject to programming and typographical errors.
- An order is considered definitive after confirmation to the customer.
- The right is reserved to refuse orders without giving any reason.

### 4. Payment

- Prepayment is required using the available payment methods.
- In case of payment delay, the customer is automatically in default, possibly resulting in the dissolution of the agreement.

### 5. Delivery and Shipping

- After payment, shipping will take place as soon as possible to the address provided by the customer.
- The customer is responsible for providing the correct address.
- The risk of loss or damage transfers to the customer upon delivery.

### 6. Warranty and Return

- A standard 3-month warranty is provided on delivered parts, unless stated otherwise.
- The customer has the right to dissolve the purchase and return the items within 14 days of receipt, provided they are unused and undamaged.
- The cost of returning the items is the responsibility of the customer.

### 7. Liability

- Not liable for indirect damage, such as lost profits or consequential damages.
- Exclusion of liability for damage caused by force majeure.
- Liability is limited to the purchase amount of the relevant parts.

### 8. Intellectual Property

- All rights regarding the content and design of the webshop belong to the operator of the webshop or its licensors.
- Use of webshop material without written permission is prohibited.

#### **9. Applicable Law and Disputes**

- Dutch law applies to all agreements and disputes.
- Disputes will be submitted to the competent court in the region of the operator.

#### **10. Amendment of Terms**

- The right is reserved to amend these terms without notice.
- New terms take effect immediately upon publication on the webshop.

#### **11. Final Provisions**

- If any provision of these terms is declared null and void, the remaining provisions remain in effect.
- Deviations from these terms are only valid if agreed upon in writing.