



## **HOUSEHOLD REGULATIONS - ANNEX C: GENERAL TERMS AND CONDITIONS FOR SALES AND DELIVERY**

### **1. Applicability**

- 1.1 These General Terms and Conditions are applicable to the conclusion by STIBA members of agreements to the sale and /or delivery of used vehicle parts and on the execution of such agreements. On these agreements for the sale and /or delivery of used vehicle parts the STIBA Guarantee Terms and Conditions are applicable.
- 1.2 STIBA members are those enterprises that have been admitted as a member by the Board of STIBA on the basis of article 3 of the Articles of Association of the aforementioned Association and which can be recognized by the STIBA shield. The STIBA members can also be found on the website of STIBA.
- 1.3 Deviations from and /or adaptations to these General Terms and Conditions will only bind the STIBA member to the extent that the validity thereof has been recorded by him explicitly and in writing. By referring to his own terms and conditions by the Buyer, only the present General Terms and Conditions shall apply, unless agreed explicitly differently.

### **2. Agreement**

- 2.1 If the agreement has been concluded in writing or electronically, then this will emerge on the day of signing of the contract by the STIBA member, respectively on the day of sending of the written or electronic order confirmation by the STIBA member.
- 2.2 Verbal promises and understandings with employees of the STIBA member do not bind the STIBA member then after and to the extent that they have been confirmed by the STIBA member in writing or electronically.

### **3. Prices**

- 3.1 Unless stated differently all amounts are exclusive of reduction or discount and inclusive of VAT whether or not calculated via the VAT margin regulation of the disassembly company.
- 3.2 Prices are calculated for delivery ex works, unless explicitly stated differently.
- 3.3 Statement of prices, of goods offered for sale and of specifications being part of general offers is non-binding. They do not bind the STIBA member and the Buyer can base no claims thereon, unless agreed or indicated differently.

### **4. Delivery**

- 4.1 Delivery takes place ex work shop, warehouse or shop at the discretion of the STIBA member. The Buyer has an obligation to take off, unless the STIBA member does not have a reasonable interest herein.
- 4.2 As soon as the good is ready for delivery or shipment, the Buyer will bear the risk for all direct and indirect damages, that may occur to or by the good, save for instances where such is due to gross negligence of the STIBA member. If the Buyer remains in default after having been declared in default to take off the good, then the STIBA member will be authorized to dissolve the agreement without intervention by the courts and to charge the costs of storage of the good to the Buyer.
- 4.3 The sold good shall be delivered as it stands at the time of the conclusion of the agreement.

4.4 Transport and shipment of sold goods by the STIBA member takes place entirely for the account and the risk of the Buyer.

## **5. Terms for delivery**

5.1 Terms for delivery are determined in consultation and by estimate by the STIBA member. Terms for delivery are never to be regarded as a fatal term. The delivery term commences upon oral and written order confirmation.

5.2 In case of non timely delivery the STIBA member is not liable for damage suffered by the Buyer because of non timely delivery, unless the Buyer has declared the STIBA member to be in default in writing, whereby the Buyer should grant the STIBA member a term of at least half of the originally agreed delivery term to comply with his obligations after all.

5.3 To the extent that the law permits so, an agreement cannot be dissolved by the Buyer because of an exceeding of a term referred to in the end of section 2 of this article has expired and maintaining the agreement cannot be required from the Buyer.

## **6. Payment**

6.1 Unless differently agreed payment takes place in cash. In case of sale on a distance, the STIBA member may offer the Buyer various payment options, including iDeal, PayPal and credit cards in a secure environment and the option of a single proxy for direct debit. Bank data of the Buyer shall not be stored by the STIBA member. The Buyer is aware that payment via the internet may create risks. Payments via internet are for the own risk of the Buyer. The STIBA member is not liable for the way in which the Buyer executes payments.

6.2 If a purchase takes place on an invoice, the payment needs to be received within fourteen days after the date of the invoice.

6.3 If on the due date no timely or no complete payment has taken place, the Buyer shall be in default, without a notification of default of summation being required and he will be liable to pay immediately on demand over the due amount the interest set forth in the law per month or per part thereof, to be calculated from the due date.

6.4 In case of (the situation set forth in) section 3 of this article the STIBA member has the right within the term of article 7:44 of the Dutch CIVIL CODE to demand back the purchased good by means of an out-of-court declaration. Upon that declaration the sale is dissolved.

6.5 All costs, both within as outside of the courts, those of collection agencies, bailiffs, lawyers included, that are connected for the STIBA member to the enforcement of his rights towards the Buyer, are for the account of the Buyer. The out-of-court collection costs shall be calculated in accordance with the collection rates of the Nederlandse Orde van Advocaten regarding collections with a minimum of €50.00.

## **7. Retention of the right of property**

7.1 As long as the Buyer has not fully paid what he is due towards the STIBA member on the basis of or in relation to the delivery, the already delivered goods remain the property of the STIBA member.

7.2 The Buyer is not entitled to deliver the delivered goods – as long as these are not paid – to third parties or to give the right to use them, to encumber them with a lien or to transfer the property thereof.

7.3 The Buyer bears the risk for unpaid goods regarding all damages, direct and indirect, which are there to, caused by him or any other person.

## **8. Shortcomings /complaints**

- 8.1 Buyer is obliged to examine deliveries after execution precisely for possible shortcomings in the form of deviations of specifications and other noticeable shortcomings. Noticed shortcomings should be notified to the STIBA member immediately after delivery of the good but no later than within 8 days thereafter. This notification needs to take place in writing and to be accompanied by a description of the established shortcoming, while stating the invoice and the invoice number.
- 8.2 Buyer needs to enable the STIBA member to verify the established shortcoming. Non compliance with the stipulation of this section will lead to the loss of the right of the Buyer to claim on the basis of shortcomings that he reasonably could have discovered during a meticulous examination within the aforementioned term.
- 8.3 Buyer needs to compensate the STIBA member for the costs of unfounded complaints.
- 8.4 The stipulations of this article 8 are applied in observation of the stipulations of article 8 of the Guarantee Terms and Conditions of STIBA.

## **9. Force Majeure**

- 9.1 If the STIBA member is entirely or in part in default of the compliance with the obligation towards the Buyer, then this shortcoming cannot be attributed to the STIBA member if for the STIBA member the execution of the agreement is impeded or made impossible by a whether or not foreseeable condition that is outside the power of the STIBA member such as, but not limited to:
- Shortcoming by suppliers/forwarders;
  - War, riots or situations resembling these;
  - Sabotage, boycott, strike or occupation;
  - Machine damage;
  - Theft from the warehouses;
  - Business interruptions;
  - Measures by the government;
  - Bad weather;
  - struck lightning;
  - Fire.
- 9.2 If a situation arises as mentioned in section 1 of this article, then to the extent that the law such permits, the STIBA member is not liable for the possible damage deriving there from for the Buyer and the STIBA member may at his own discretion suspend the compliance with his obligations and respectively dissolve the agreement without intervention of the courts entirely or in part without being liable to pay any compensation for damages.

## **10. Use of the good**

- 10.1 Buyer needs to use the delivered good in accordance with its nature and destination and in compliance with the lawful instructions of use and, to the extent applicable, with the instructions of use prescribed by the STIBA member.
- 10.2 If Buyer does not use the delivered good in accordance with the stipulations set forth in section 1 of this article and Buyer holds the STIBA member liable for damages incurred in connection to the use of the delivered good, then Buyer needs to prove that the damage is a result of a defect in the good delivered by the STIBA member and not because of the use differently from section 1 of this article .
- 10.3 Notwithstanding the stipulations set forth in article 11 and section 2 of this article the STIBA member is never liable for bodily damage if the Buyer has acted in violation of the stipulations

set forth in section 1 of this article. Buyer is required, to the extent that the law permits so, to safeguard the STIBA member against claims of employees or other third parties, in particular purchasers, when they have not been acquainted with the instructions of use, deriving from section 1 of this article.

## **11. Liability**

- 11.1 For damage deriving from or in relation to deliveries for which the STIBA member can legally be held liable, to the extent that stipulations mandatory by law do not impose differently, the liability of the STIBA member shall not exceed the amount of the invoice.
- 11.2 Damages, insofar as they consist of missed profits or reduced revenues and all other indirect damage or consequential damage, such as enterprise damage or any compensation for damages or fine payable by Buyer to third parties, shall in no case be eligible for compensation, save for different clauses under mandatory law.
- 11.3 Save to the extent that on the STIBA member any liability on the basis of department 3 of Title 3 of Book 6 of the DUTCH CIVIL CODE should rest and to the extent that the law so permits, the Buyer will safeguard the STIBA member against claims on whatever grounds by third parties, who claim to have incurred damages as a consequence of the purchased good or any act or omission by the STIBA member in the framework of the execution of the agreement, unless the Buyer demonstrates that the STIBA member is liable in the relation to the Buyer and this member is required to compensate the Buyer for this damage.
- 11.4 At the peril of loss of a right to compensation for damages, all desired cooperation shall be provided to the STIBA member for the investigation into the cause, nature and scope of the damage for which compensation is requested.
- 11.5 Article 9 of the Guarantee Terms and Conditions is equally applicable.

## **12. Dissolution**

- 12.1 Entire or partial dissolution of the agreement takes place subsequent to a written declaration by one of the parties authorized thereto. Before the Buyer addresses a written declaration for dissolution to the STIBA member, the Buyer will at all times have to declare the STIBA member in default in writing and to grant this member a reasonable term to comply with this obligations properly after all.
- 12.2 The Buyer has no right to dissolve the agreement entirely or in part or to suspend his obligations, if he is in default himself with the compliance of his obligations. For consumer-buyers this clause leaves their possible power to suspend on the basis of any stipulation in the law unaffected.
- 12.3 If the STIBA member agrees with dissolution, without there being an instance of a default on his side, than this member has the right to compensation for all financial damages, like costs, missed profits and reasonable costs for the determination of liability.
- 12.4 In case of partial dissolution, to the extent that the law permits so, the Buyer may not claim dissolution of performances already completed by the STIBA member and shall the STIBA member have an unreduced right to payment for the performances already completed by him, notwithstanding the right of the STIBA member to undo its performances and to claim compensation for damages.

## **13. Disputes**

- 13.1 The laws of the Netherlands exclusively apply to all transactions between the STIBA member and the Buyer.



- 13.2 All disputes, deriving from agreements with the STIBA member shall firstly be submitted to the STIBA Complaints committee. This committee will decide in accordance with the STIBA Complaints Regulation.
- 13.3 The complaints procedure leaves the appeal of the Buyer to the competent court unaffected.

Eemnes, May 2012