

General terms and conditions

Autodemontagebedrijf De Zaag

These general terms and conditions shall apply to all offers and agreements between Autodemontagebedrijf De Zaag, hereinafter referred to as 'company' and the party hereinafter referred to as 'customer', where Autodemontagebedrijf De Zaag delivers goods and/or parts of goods (and/or a part of services) hereinafter referred to as "Services", to the customer, if these Goods and Services have not been described (in greater detail) in these general terms and conditions.

All services and/or offers on the part of Autodemontagebedrijf De Zaag, by any name and submitted in any way, are without obligation, unless explicitly stated otherwise and/or in writing. The agreement shall only be realised by written confirmation and/or signature from 'Autodemontagebedrijf De Zaag'.

Article 1

Offer and acceptance

1. All delivered and/or dismantled goods or parts, unless otherwise apparent at delivery, may be exchanged for an equivalent and/or comparable part in the event of a demonstrable defect and/or shortcoming, up to a maximum of 1 week from the date of delivery. Applicable only if the part is provided with a quality mark and/or marking applied by Autodemontagebedrijf De Zaag. The customer is obliged to inform the company in time or in writing about inaccuracies concerning the delivered part. If the customer does not notify the company of the inaccuracy in a timely manner, they may not invoke it or make any claim for a refund unless stated otherwise. If there is no comparable, equivalent part in stock or if the customer has reported their defect in time, they may claim a partial or full refund of the purchase price.
2. The company retains the right, if applicable, to refrain from applying the warranty in the event of improper installation and/or assembly or disassembly carried out by the customer, which also applies to repairs of or to the component carried out by the customer themselves.
3. No warranty (see article 6) applies if the old defective part is returned to the supplier and has not yet been received. The purchaser cannot derive any rights from the warranty if a deposit amount has been received as security.

Article 2

Agreement and rates

Unless otherwise stated in writing by Autodemontagebedrijf De Zaag, all prices stated by Autodemontagebedrijf De Zaag are in euros and exclude value added tax (VAT) and other government levies.

1. Down payment.
 - a. The company is entitled to demand payment of the full purchase price at the time of delivery and upon delivery of the part/material (unless stated otherwise). If the price of the products sold has increased between the time of the offer on the part of Autodemontagebedrijf De Zaag or the customer and the time of conclusion of the agreement and delivery by Autodemontagebedrijf De Zaag, Autodemontagebedrijf De Zaag is entitled to forward such price increase to the customer.

b. In the case of a delivery to the customer, a down payment may be requested at any time upon consultation.

2. The customer shall not be entitled to reimbursement of costs for installation, dismantling, assembly, transport or costs incurred other than those of the agreed purchase sum. Shipping costs and return shipping costs are borne by the customer at all times. The customer is not entitled to any claims in this respect.

3. Retention of title

The company retains ownership of the goods they have sold to the customer as long as the customer has not paid the total amount due based on the agreement. The customer is obliged to ensure careful handling and is not entitled to transferring the goods to third parties, pledging them as security, pawning them or removing them or having them removed from the premises where they were delivered until the entire purchase price and any associated interest and costs have been paid in full.

4. Security for business customers

In the case of a contract with a business customer, the company has the right to deliver in advance. In the event of an agreement with a business customer, the company is entitled to demand sufficient security for the fulfilment of the customer's payment obligations before delivering or proceeding with the delivery or performance of the agreement.

Article 3

Payment and delivery

1. Purchase and sale

Each purchase agreement, including the dismantling as well as assembly of services rendered and/or parts sold, shall be subject to the general condition and guidelines of the Stiba terms. Payment takes place in net cash upon delivery, unless agreed otherwise.

a. The company performing a delivery in execution of an agreement is entitled to claim payment for the delivered goods for each partial delivery. b. The term of payment is 14 days after receipt of the invoice, unless agreed otherwise. The customer will be in default upon expiration of the payment term. If the invoice remains fully or partially unpaid after 14 days, the customer is obliged to pay the company compensation for loss of interest amounting to the statutory interest on the unpaid invoice amount from that moment until payment has been made in full.

c. Without prejudice to the stipulations in section b., the company will send the customer a payment reminder after the payment deadline has expired, informing the customer of their default with the opportunity to pay within eight days.

d. Once the period referred to in paragraph b. has passed, the company is authorised to collect the amount due without further notice of default. If the company engages a third party to collect the sum, any associated costs are borne by the customer.

2. Compensation for business owners

In the execution of an agreement with a business customer, the company shall not be obliged to pay any compensation outside of that which has been explicitly laid down in these terms and conditions. This expressly excludes compensation of direct or indirect damage including third party damage, loss of profit, etc., on top of a maximum of 15% of the outstanding principal amount and with a minimum of ! 25.00 at the expense of the customer, provided that such damages are reasonably incurred.

3. Method of delivery and risk

Unless otherwise agreed, the company will require the customer to provide their name, address and telephone number upon first request when placing an order and/or taking delivery of the part, which Autodemontagebedrijf De Zaag will then use to confirm and ratify the order placed under the applicability of the Stiba conditions. The customer is obliged to:

- Provide the location where storage/delivery will take place;
- Ensure that the location where the delivery will take place is accessible and, insofar as this lies within their power, that everything is done to enable smooth delivery of the ordered part; In their absence, another person may receive the part.
- Payment can be made to the driver upon delivery, subject to the assumption that the part has been accepted in accordance with the payment and delivery terms.

Article 4

Acceptance of the part

Autodemontagebedrijf De Zaag and/or their driver will call at least 1 day in advance to confirm the order as well as the time of delivery of the part. This is considered a concluded agreement. The customer will receive an invoice during or after delivery. If the customer defaults on their payment, the stipulations in article 3, paragraph 3 shall apply.

Article 5

Cancellation

1. If the customer fails to cancel the agreement in time, they are required to pay compensation for the disassembly of the part/object as well as any incurred travel costs/compensations.
2. Costs associated with the customer's failure to execute acceptance or inhibiting the progress of delivery, are borne by the customer.

Article 6

Warranty

1. The delivered part must possess the properties that the customer may expect on the basis of the associated agreement. This shall also apply to special use insofar as this was foreseen by the parties upon conclusion of the agreement. If these expectations are not met and such has been communicated in time, the customer is entitled to having the item repaired or replaced.
2. In addition, warranty applies to defects that the company cannot plausibly claim to be the result of use that does not correspond with the intended use.

Article 7

Complaints/liability/terrain

1. Complaints include all grievances with regard to the execution of the agreement. Complaints about the quality of the goods or materials delivered or about the execution of the (dismantling) work on the premises of Autodemontagebedrijf De Zaag can only be made by the customer to the company in writing within 7 days after delivery of the goods. If a complaint cannot be reasonably submitted within this period, the period of 7 days shall commence when the defect and/or damage has been ascertained or could have been ascertained. Entry of the premises is entirely at one's own risk subject to the strict condition that the house rules for such entry must be observed.
2. If a customer wants to have certain activities carried out or prevented contrary to the company's recommendation, any complaint about such action is excluded (if laid down in writing).

3. The customer is expected to report to the reception desk before entering the premises and required to strictly observe the house rules. The customer must use the accessible paths on the terrain. Unless the customer proves that the damage is a direct consequence of an intentional act or deliberate recklessness on the part of Autodemontagebedrijf De Zaag, Autodemontagebedrijf De Zaag shall not be liable to the customer or to third parties for any direct or indirect damage or loss in connection with the agreement or the performance thereof or any protruding parts on the site. All warranty provisions apply in accordance with the house rules. In all cases, the customer's liability shall be limited to the amount paid to Autodemontagebedrijf De Zaag under the liability insurance policy for the situation, increased by the amount of the excess applicable under the insurance policy.

Article 8

Deviation

1. Deviations from the stipulations in these General Terms and Conditions are subject to Automontagebedrijf De Zaag's express and written consent.

Article 9

Conversion

1. If any provision of these General Terms and Conditions is null and void or is annulled, the remaining provisions of these General Terms and Conditions will remain in full effect and the Customer and the Company will consult in order to agree on new provisions to replace the null and void provisions, taking into account, as much as possible, the objective and purport of the null and void provision. Filed with the Chamber of Commerce in Rotterdam under no. 67514871 on the date of filing.