

Terms and Conditions

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. Applicability

1.1 These general terms and conditions apply to the conclusion by STIBA members of agreements for the sale and/or delivery of used vehicle parts and to the execution of such agreements. The STIBA Warranty Conditions apply to these agreements for the sale and/or delivery of used vehicle parts.

1.2 STIBA members are those companies that have been admitted as members by the Board of the STIBA Association for the Protection of the Automobile Dismantling Industry pursuant to Article 3 of the Articles of Association of the said Association and which are recognizable by the STIBA shield.

1.3 Deviations from and/or additions to these general terms and conditions are only binding on the STIBA member insofar as the STIBA member has explicitly recorded their validity in writing.

When the buyer refers to its own terms and conditions, the present terms and conditions apply exclusively, unless expressly agreed otherwise.

1.4 If the buyer is a legal person, general partnership or limited partnership, the person acting for it is deemed to have committed itself personally as a jointly and severally liable debtor, unless the STIBA member expressly agrees otherwise in writing.

2. Prices

2.1 Unless stated otherwise, all amounts are exclusive of deduction or discount and including VAT, whether or not calculated via the VAT margin scheme of the dismantling company.

2.2 Prices are calculated for delivery ex works, unless expressly stated otherwise.

2.3 Listing of prices, of goods offered for sale and of specifications contained in general offers, such as catalogues, price lists and other printed matter, are without obligation.

They do not bind the STIBA member and the buyer cannot invoke them, unless otherwise agreed or indicated.

3. Delivery

3.1 Delivery takes place ex workshop, warehouse or shop at the discretion of the STIBA member. The buyer is obliged to purchase, unless the STIBA member has no reasonable interest in this.

3.2 The risk of the item sold is transferred at the moment that the items are ready for delivery or dispatch.

3.3 The item sold will be delivered promptly in the condition in which it is when the agreement was concluded.

3.4 Transport of parts by the STIBA member is entirely at the expense and risk of the buyer.

4. Delivery time

4.1 Delivery times are determined in consultation and approximately by the STIBA member. Delivery times can never be regarded as a strict deadline. The delivery time starts

with -oral and written- order confirmation.

4.2 In case of late delivery, the STIBA member is not liable for damage suffered by the buyer due to late delivery, unless the buyer informs the STIBA member

has given notice of default in writing, whereby the buyer must grant the STIBA member a period of at least half of the originally agreed delivery time to

still meet its obligations.

4.3 To the extent permitted by law, an agreement cannot be dissolved by the buyer due to exceeding the term, unless the term stated in the conclusion of

paragraph 2 of this article has expired and the buyer cannot be required to maintain the agreement.

4.4 If the buyer does not collect the purchased item within four weeks after the STIBA member has informed the buyer that the purchased item is ready for collection, the agreement will be dissolved without judicial intervention, unless the STIBA member informs the buyer in writing that it wishes to fulfill its obligations. .

5. Payment

5.1 Unless otherwise agreed, payment is made in cash.

5.2 When purchasing on invoice, payment must be received within fourteen days of the invoice date.

5.3 If no or late or incomplete payment has been made on the due date, the buyer will be in default without notice of default or demand being required and will owe the statutory interest per month or part on the overdue amount, immediately due and payable. of one month from the due date.

5.4 In the case of paragraph 3 of this article, the STIBA member has the right to reclaim the purchased goods by means of an extrajudicial declaration within the term of article 7:44 of the Dutch Civil Code.

The sale is canceled by this statement.

5.5 All costs, both judicial and extrajudicial – those of collection agencies, bailiffs, lawyers included – that are connected to the STIBA member in enforcing its rights against the buyer, are for the buyer's account. The extrajudicial collection costs are calculated in accordance with the collection rate of the Dutch Bar Association with regard to collections, with a minimum of EUR 100.

6. Retention of title

6.1 As long as the buyer has not fully paid what is owed to the STIBA member by virtue of or in connection with delivery, goods already delivered remain the property of the STIBA member.

6.2 The buyer is not entitled to deliver, loan, pledge or transfer ownership of delivered goods - as long as they have not been paid for - to third parties.

6.3 The buyer bears the risk for unpaid goods with regard to all damage, direct and indirect, which will be caused to them by himself or anyone else.

7. Shortcomings/complaints

7.1 The buyer is obliged to accurately check deliveries after execution for any shortcomings in the form of deviations from specifications and other observable

control deficiencies. Found deficiencies must be reported to the STIBA member within 8 days of discovery. This notification must be made in writing and accompanied by a description of the observed shortcoming, stating the invoice and the invoice number. In order to make the STIBA Warranty Conditions applicable, the latest notification date is 1 month after the purchase (in accordance with article 4 STIBA Warranty Conditions).

7.2 The buyer must enable the STIBA member to check the observed shortcoming. Failure to comply with the provisions of this article paragraph will result in forfeiture of the buyer's right to invoke shortcomings that he could reasonably have discovered during a careful inspection within the aforementioned period.

7.3 To the extent permitted by law, shortcomings in the delivered goods do not provide the buyer with grounds for dissolution of the agreement, unless the shortcomings referred to in paragraph 2 of this article are concerned and the STIBA member fails to remedy the situation after repeated attempts. acceptably rectify deficiencies. In that case, the buyer is authorized to dissolve the agreement if and insofar as maintenance cannot reasonably be expected of him.

7.4 The buyer must reimburse the costs for unfounded complaints to the STIBA member.

7.5 To the extent permitted by law, an appeal to a shortcoming does not entitle the buyer to suspend its payment obligation.

7.6 The provisions of this article 7 apply with due observance of the provisions of article 7 of the STIBA Warranty Conditions.

8. Oven Night

8.1 If the STIBA member falls short in full or in part in the fulfillment of the obligation towards the buyer, this shortcoming cannot be attributed to the STIBA member if the STIBA member is hindered in the execution of the agreement. is made impossible by a circumstance – foreseeable or not – that is beyond the control of the STIBA member, such as, but not limited to: - failure by suppliers/transporters; – war, riot or similar situations; – sabotage, boycott, strike or occupation; – machine damage; – theft from the warehouses; – business disturbances; – government measures; - bad weather; - lightning strike; – fire.

8.2 If a situation arises as referred to in paragraph 1 of this article, to the extent permitted by law, the STIBA Member will not be liable for any damage resulting from this for the buyer and the STIBA Member may, at its own discretion, cancel the fulfillment of its obligations. suspend obligations resp. dissolve the agreement in whole or in part without judicial intervention and without being obliged to pay any compensation.

9. Use of the case

9.1 The buyer must use the delivered goods in accordance with their nature and destination and with due observance of all statutory user instructions and, where applicable, user instructions prescribed by the STIBA member.

9.2 If the buyer does not use the delivered item in accordance with the provisions of paragraph 1 of this article and the buyer holds the STIBA member liable for damage suffered in connection with the use of the delivered item, the buyer must prove that damage is the result of a defect in the item delivered by the STIBA member and not from use other than in accordance with paragraph 1 of this article.

9.3 Without prejudice to the provisions of article 10 and paragraph 2 of this article, the STIBA member is never liable for personal injury if the buyer has acted contrary to the provisions of paragraph 1 of this article. To the extent permitted by law, the buyer must indemnify the STIBA member against claims from employees or other third parties, in particular customers, if they have not taken cognizance of the instructions for use arising from paragraph 1 of this article.

10. Liability

10.1 For damage from or in connection with deliveries for which the STIBA member can be held legally liable, the liability of the STIBA member does not exceed the invoice amount, insofar as mandatory provisions do not dictate otherwise.

10.2 Damage, insofar as it consists of lost profit or reduced revenue and all other indirect damage or consequential damage, such as trading loss or any compensation or fine owed by the buyer to third parties, is in no way eligible for compensation, unless mandatory statutory provisions to the contrary.

10.3 Except insofar as the STIBA member has any liability under Section 3 of Title 3 of Book 6 of the Dutch Civil Code and insofar as the law allows this, the buyer indemnifies the

STIBA member against claims for whatever reason from third parties, who claim to have suffered damage as a result of the purchased or any act or omission

of the STIBA member in the context of the execution of the agreement, unless the buyer demonstrates that the STIBA member is liable in relation to the buyer and this

damage to the buyer.

10.4 Under penalty of forfeiture of the right to compensation, the STIBA member will be given all necessary cooperation in the investigation into the cause, nature and extent of the damage for which compensation is claimed.

10.5 Article 8 of the Warranty Conditions applies mutatis mutandis.

11. **Dissolution**

11.1 Complete or partial dissolution of the agreement will then take place by means of a written statement from one of the persons entitled thereto. Before the buyer sends a written notice of dissolution to the STIBA member, the buyer must at all times first give the STIBA member written notice of default and allow him a reasonable period to properly fulfill his obligations.

11.2 The buyer has no right to dissolve the agreement in whole or in part or to suspend his obligations, if he himself has already

was in default in the performance of his obligations. For consumer buyers, this provision does not affect their possible right to suspend under any legal provision.

11.3 If the STIBA member agrees to dissolution, without there being any default on its part, it is entitled to compensation for all financial loss, such as costs, lost profit and reasonable costs to determine damage and liability.

11.4 In the event of partial dissolution, to the extent permitted by law, the buyer cannot claim cancellation of performances already performed by the STIBA member and the STIBA member is fully entitled to payment for the performances already performed by it, without prejudice to the right of the STIBA member to cancel its performance and to claim damages.

12. Disputes

12.1 All transactions between the STIBA member and the buyer are exclusively governed by Dutch law.

12.2 All disputes arising from agreements with the STIBA member will in the first instance be submitted to the STIBA Complaints Committee. This committee decides according to the STIBA Complaints Regulations.

12.3 The complaints procedure does not affect the buyer's appeal to the competent court.