

HOUSEHOLD REGULATIONS- ANNEX D: GUARANTEE TERMS AND CONDITIONS

- 1.1 With the exception of electronic parts the used vehicle parts, which the STIBA member has sold and delivered to Buyers, are eligible for guarantee.
- 1.2 In addition to the STIBA Guarantee Terms and Conditions also the BOVAG/STIBA general terms and conditions and/or the FOCWA Green Guarantee certificate may be applicable to the used vehicle parts referred to in the previous article.
2. The Buyer can derive only rights from a guarantee by presenting the STIBA member with the commensurate purchase agreement or invoice and if applicable the guaranteed card made for it. If it concerns a good that has been fitted by the STIBA member with a brand or registration, then the Buyer can only derive rights from a guarantee if, when claiming under this guarantee the said brand or registration is undamaged.
3. Claims of the Buyer under a guarantee cannot be assigned to third parties.
4. The guarantee is provided by the STIBA member for a period of one month only from the date on which the good has been delivered to the Buyer. If during the guarantee period during normal use defects to the good are demonstrated, then the Buyer has the right to present the delivered good to the STIBA member for repair or replacement, at the discretion of the STIBA member, in accordance with article 8 of the applicable General Terms and Conditions .
5. The transport from and to the STIBA member of the good presented for repair or replacement good is for the account of the STIBA member. In case of an incorrect ordering and/or when the good presented for repair or replacement is not eligible for guarantee under the present Guarantee Terms and Conditions, then the transport of the good from and to the STIBA member is for the account of the Buyer.
6. The STIBA member obliges himself when article 4 of these Guarantee Terms and Conditions and article 8 of the General Terms and Conditions are met with, to repair or replace by a similar good, the good presented for repair/replacement within a reasonable term, unless the STIBA member is unable to do so, in which case the STIBA member shall proceed to repayment in cash of the purchase amount.
7. On the good received by the Buyer after repair/replacement these Guarantee Terms and Conditions shall be applicable.
8. The Buyer cannot make a claim under a guarantee:
 - a. if the Buyer has provided incorrect or incomplete information with regard to the brand and type identification of the purchased good and/or the vehicle for which the part is destined;
 - b. if the Buyer has executed or has had executed works, such as but not limited to repair, change and disassembly of the purchased;
 - c. if there is a case of improper and/or inexpert built-in/use of the purchased or by use of the vehicle in which the purchased has been built in for other purposes than for which the vehicle is used in normal traffic (speed tests, reliability tests, too heavy load in relation to a combination of persons vehicles and trailer or caravan etc.);
 - d. if has been acted in violation of any other clause from the applicable General Terms and conditions or Guarantee Terms and Conditions, to the extent that these have been prescribed at the peril of loss of rights.
9. The Buyer cannot derive from a guarantee a right to compensation for damage(s) of any nature whatsoever, save for when the STIBA member is obliged thereto on the basis of the applicable General Terms and Conditions.



10. The STIBA member has the right to deviate from these Guarantee Terms and Conditions, if prior to the conclusion of the purchase agreement the Buyer has been explicitly pointed at it and the deviating stipulations have been recorded in writing between the STIBA member and the Buyer.

Eemnes, May 2012