

Article 1. Definitions

In these terms and conditions, the following definitions apply:

General Terms and Conditions:	these general terms and conditions of Ronald Morien.
Cooling-off Period:	the period during which the Consumer can exercise their right of withdrawal.
Consumer:	the natural person acting for purposes not related to their trade, business, craft, or professional activity.
Day(s):	calendar day(s).
Long-term Transaction:	an Agreement related to a series of products and/or services, where the delivery and/or purchase obligations are spread over time.
Durable Data Carrier:	any medium that allows the Client or Ronald Morien to store information addressed to them personally, in a way that makes it possible to consult and reproduce the information unchanged in the future.
EEA:	the European Economic Area, consisting of all EU countries, Liechtenstein, Norway, and Iceland.
Model Withdrawal Form:	the European model withdrawal form included in Annex 1 of these General Terms and Conditions. Annex 1 does not need to be provided if the Consumer does not have a right of withdrawal concerning their order.
Client:	any (legal) person, Consumer or Business Client, who has entered into an Agreement with Ronald Morien or wishes to enter into one, including their representative(s) (also including store staff), agent(s), assignee(s), and heirs.
Agreement:	any agreement between Ronald Morien and the Client.
Distance Agreement:	an Agreement entered into between Ronald Morien and the Consumer as part of an organized system for the distance selling of products, where, up to and including the conclusion of the agreement, one or more remote communication techniques are used.
Parties:	Ronald Morien and the Client together.
Ronald Morien:	the private limited company Automaterialen Ronald Morien B.V., located at (8637 VZ) Wiuwert, Slinke 1, registered with the Chamber of Commerce under number 01060949 and its affiliated companies.
Remote Communication Technique:	a means that can be used to conclude an agreement without the Consumer and Ronald Morien needing to meet at the same time in the same location.
Business Client:	a natural or legal person acting in the exercise of their profession or business and entering into an Agreement with Ronald Morien.

Article 2. Applicability

- 2.1 These General Terms and Conditions apply to all offers/quotations and any Agreement of purchase and/or performing work by Ronald Morien towards the Client.
- 2.2 **For agreements between Ronald Morien and the Consumer related to restoration and/or revision and/or other work on a matter, the 'PRIVATE GENERAL CONTRACTING/PARTS SALES TERMS AND CONDITIONS BOVAG REPAIRING AND RESTORING COMPANIES' apply, excluding these General Terms and Conditions. These conditions are attached as an annex to these General Terms and Conditions.**
- 2.3 Terms and/or provisions in a written agreement between Ronald Morien and the Client take precedence over the provisions of the General Terms and Conditions in case of conflict.
- 2.4 If any part or provision in these General Terms and Conditions proves to be in conflict with any mandatory legal provision, it will be considered void, and the remaining provisions will remain binding on the Parties. The Parties will consult to agree on a new provision that most closely reflects what they intended with the invalid or void provision.
- 2.5 A deviation from these General Terms and Conditions is only possible if expressly agreed upon in writing between the Parties. Agreed deviations do not affect the validity of the remaining conditions and never apply to more than one transaction.
- 2.6 Ronald Morien is entitled to unilaterally modify or supplement these General Terms and Conditions. Ronald Morien will notify the Client in writing of any changes or additions in due time.
- 2.7 The Client with whom an agreement was once made under these General Terms and Conditions agrees that these terms will also apply to additional work assignments and/or new agreements.
- 2.8 The applicability of the Client's general terms and conditions is expressly rejected.

Article 3. The Offer

- 3.1 All offers and quotations made by Ronald Morien, regardless of how and by whom, are always non-binding and based on the prices and specifications applicable at the time of concluding the agreement. Images, drawings, capacity statements, and other descriptions are as accurate as possible, but are not strictly binding for Ronald Morien. Small deviations are allowed, and in the case of interim model changes, Ronald Morien is entitled, without prior notice or knowledge of the Client, to make necessary technical changes to the goods sold and/or services offered.
- 3.2 If an offer has a limited validity period or is subject to conditions, this will be indicated in the offer.
- 3.3 When Ronald Morien uses images, these are a truthful representation of the offered products and/or services.
- 3.4 All images, specifications, and data in the offer are indicative and cannot serve as a basis for compensation or cancellation of the Agreement. Ronald Morien cannot guarantee that the displayed colors exactly match the actual colors of the product.
- 3.5 Each offer contains information that clearly shows the rights and obligations attached to the acceptance of the offer, especially:
 - the price, including taxes;
 - any shipping costs;
 - the method of forming the Agreement and the steps required for that;
 - whether or not General Terms and Conditions and the right of withdrawal apply;
 - the method of payment, delivery, and performance of the Agreement;
 - the time period for acceptance of the offer, or the period during which Ronald Morien guarantees the price.
- 3.6 Apparent mistakes or errors in the offer by Ronald Morien do not bind her.

Article 4. The Agreement

- 4.1 If the Agreement is made in writing or electronically, it is concluded on the day of signing by Ronald Morien or, if applicable, on the day of sending the written or electronic order confirmation by Ronald Morien.
- 4.2 Oral promises by and agreements with subordinates of Ronald Morien are not binding unless confirmed in writing or electronically by Ronald Morien.
- 4.3 If the Client accepts the offer electronically, Ronald Morien will promptly confirm the receipt of the acceptance electronically. As long as Ronald Morien has not confirmed receipt, no Agreement has been concluded, and the Client can cancel the Agreement free of charge. An Agreement is also concluded if Ronald Morien has acted upon the Client's acceptance and the Client has not opposed it.
- 4.4 If no written agreement is issued by Ronald Morien, the written confirmation from Ronald Morien, delivery note, or invoice from Ronald Morien serves as proof of the existence and content of the agreement, unless proven otherwise.
- 4.5 Ronald Morien may, within legal limits, assess whether the Client can meet their payment obligations, as well as review any facts and invoices relevant to responsibly entering into the Distance Agreement. If Ronald Morien has good reasons not to enter into the Agreement based on this investigation, they are entitled to refuse an order or request or impose special conditions on the execution.
- 4.6 Ronald Morien will provide the Client with the following information, either in writing or in a way that allows it to be stored on a Durable Data Carrier:
- the address of Ronald Morien's establishment where the Client can go for complaints;
 - the conditions under which and the way the Consumer can exercise their right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - information about guarantees and existing after-purchase services;
 - the information in Article 3.5, unless Ronald Morien has already provided this information to the Client before executing the Agreement.

Article 5. Right of Withdrawal

For the delivery of products:

The right of withdrawal only applies to sales transactions (distance contracts) between Ronald Morien and the Consumer.

- 5.1 When purchasing products, the Consumer has the option to cancel the Agreement without providing a reason within 14 days. This cooling-off period starts the day after the Consumer receives the product or a representative designated by the Consumer, whose name has been communicated to Ronald Morien.
- 5.2 During the cooling-off period, the Consumer will handle the product and packaging carefully. The product may only be unpacked or used to the extent necessary to assess whether they want to keep the product. If the Consumer makes use of the right of withdrawal, they must return the product, including all delivered accessories, and – if reasonably possible – in its original condition and packaging, following the reasonable and clear instructions provided by Ronald Morien.
- 5.3 When the Consumer wishes to exercise their right of withdrawal, they are required to notify Ronald Morien within 14 days after receiving the product. The notification should be made by using the model form attached as Appendix 1 to these General Terms and Conditions. After the Consumer has informed Ronald Morien of their intention to withdraw, they must return the product within 14 days in the manner specified by Ronald Morien. The Consumer must provide proof that the items were returned in a timely manner, for example, by providing proof of shipment.
- 5.4 If the Consumer has not informed Ronald Morien of their intention to withdraw within the deadlines mentioned in sections 2 and 3, or has not returned the product to Ronald Morien, the purchase is considered final.

For the delivery of services:

- 5.5 For the delivery of services, the Consumer has the option to cancel the Agreement without providing a reason within at least 14 days, starting from the day the Agreement is concluded.
- 5.6 To exercise the right of withdrawal, the Consumer must follow the reasonable and clear instructions provided by Ronald Morien at the time of the offer and/or at the time of delivery.

Article 6. Costs in Case of Withdrawal

- 6.1 If the Consumer exercises their right of withdrawal, they will bear the maximum cost of returning the product.
- 6.2 If the Consumer has paid for the product, Ronald Morien will refund this amount as soon as possible, but no later than 14 days after the withdrawal, provided that the product has already been received by Ronald Morien or sufficient proof of return can be provided.

Article 7. Exclusion of the Right of Withdrawal

- 7.1 Ronald Morien can exclude the Consumer's right of withdrawal for products as described in section 2 of this article. The exclusion of the right of withdrawal only applies if Ronald Morien clearly stated this in the offer or at least before concluding the Agreement.
- 7.2 The exclusion of the right of withdrawal is only possible for products:
- that have been made to the Consumer's specifications (custom-made);
 - that by their nature cannot be returned;
 - where delivery has expressly begun with the Consumer's consent before the cooling-off period has expired;
 - where Ronald Morien has expressly indicated that the product is not suitable for the Consumer's intended use, but the Consumer has insisted on receiving the product;
 - where Ronald Morien and the Consumer have agreed in advance to waive the right of withdrawal in the Agreement.

Sealed products:

- 7.3 Sealed products may be returned as long as the seal has not been broken. The Consumer has the right to cancel the order within 14 days of receipt, provided that the seal has not been broken. If the seal is broken, the order is final, and the product can no longer be returned. Examples of sealed products include audio equipment, navigation devices, and navigation software.

Article 8. Price

- 8.1 All prices are in euros and exclude packaging costs, VAT, and other government taxes on sale and delivery. If the assembly of the delivered item is agreed upon by Ronald Morien, the price includes the agreed-upon assembly and delivering the item in working order at the specified location, but excludes packaging costs, VAT, and other taxes related to the sale and delivery.
- 8.2 Prices are calculated for delivery "Ex works" unless otherwise stated.
- 8.3 In case of price increases, including those from importers and suppliers of Ronald Morien, and changes in labor costs, taxes, social security contributions, other working conditions, exchange rates, or similar circumstances after the Agreement has been concluded, Ronald Morien is entitled to increase the agreed price accordingly. A price change is never grounds for terminating the

Agreement. If Ronald Morien and the Consumer nevertheless agree on the termination of the Agreement, this is solely under the condition that compensation is paid for any work already performed by the Consumer.

8.4 The validity period of the offer is as stated on Ronald Morien's website and/or while stocks last.

8.5 All prices are subject to printing and typographical errors. Ronald Morien accepts no liability for the consequences of such errors. In the case of printing or typographical errors, Ronald Morien is not obliged to deliver the product or service at the incorrect price.

Article 9. Complaints, Conformity, and Warranty

9.1 Ronald Morien guarantees that the products and/or services comply with the Agreement, the specifications mentioned in the offer, the reasonable standards of quality and/or suitability, and the applicable laws and regulations on the date the Agreement was concluded. If expressly agreed upon in writing, Ronald Morien also guarantees that the product is suitable for other than normal use.

9.2 A warranty provided by Ronald Morien, the manufacturer, or the importer does not affect the legal rights and claims the Consumer may have under the Agreement with Ronald Morien.

9.3 Any defects or incorrectly delivered products must be reported to Ronald Morien in writing within 8 days of delivery, under penalty of forfeiture of claims. The return of the products must be in the original packaging and in the same condition in which they were delivered by Ronald Morien.

9.4 Ronald Morien is not liable for the suitability of products for any specific use by the Consumer, nor for any advice regarding the use or application of the products, unless this use was known in advance and Ronald Morien has issued a guarantee regarding the product's suitability.

9.5 The Consumer can only claim warranty rights by presenting the relevant Agreement or invoice and, if applicable, the warranty card issued. If the product is marked by Ronald Morien, the Consumer can only claim warranty rights if the relevant marking is undamaged.

9.6 Warranty claims are not transferable to third parties.

9.7 The warranty may vary per product or (vehicle) part and will always be stated on the Offer or Agreement. If defects appear during the warranty period under normal use, the Consumer has the right to return the product to Ronald Morien for repair or replacement, at Ronald Morien's choice, in accordance with these General Terms and Conditions.

9.8 The Consumer must allow Ronald Morien to inspect or have the product inspected, under penalty of losing the right to claim defects. If the complaint is upheld, the costs of inspection and return shipping will be borne by Ronald Morien. If the complaint is found to be unjustified, the inspection and return shipping costs are the responsibility of the Consumer.

9.9 Returned items will not be accepted unless previously agreed upon in writing by Ronald Morien. They must be sent with postage paid and properly packaged (safe and free of coolant or oil).

9.10 Ronald Morien commits to repair or replace the returned item within a reasonable timeframe or refund the purchase price if they are unable to do so.

9.11 Transport to and from Ronald Morien for repair or replacement is at Ronald Morien's expense. For incorrect orders or when the returned item is not covered by the warranty under these General Terms, transport costs are the Consumer's responsibility.

9.12 Work carried out on behalf of Ronald Morien by a third party is only covered by the warranty Ronald Morien has received from that third party.

Warranty for the Sale and Delivery of Used Vehicle Parts

9.13 With the exception of electronic parts, used vehicle parts sold and delivered by Ronald Morien are covered by warranty.

9.14 In addition to the warranty provisions in this article, the Stiba terms and conditions may apply to the used vehicle parts mentioned in the previous section. In case of conflict, Ronald Morien's General Terms and Conditions take precedence, unless otherwise stated.

9.15 Replaced parts under warranty become the property of Ronald Morien.

Warranty is excluded in the following cases:

9.16 If the Consumer has repaired or altered the delivered products themselves or had them repaired or altered by third parties without prior consent from Ronald Morien.

9.17 If the Consumer has provided incorrect or insufficient information regarding the brand and type of the purchased item or the vehicle for which the part is intended.

9.18 If the delivered products have been exposed to abnormal conditions or have been mishandled or improperly treated contrary to Ronald Morien's instructions or the packaging.

9.19 If the defects are due to designs, drawings, constructions, or methods provided by the Consumer, or advice given by the Consumer.

9.20 If defects are found in installed electronic components.

9.21 If defects occur in fuel systems when the tank and additional components are not properly cleaned or replaced.

9.22 Engine damage caused by malfunction or improper use of electronic components.

9.23 If the vehicle or item is used for purposes other than normal road use, such as in speed tests or reliability trials.

9.24 Damage resulting from appendages to the item that were not provided or controlled by Ronald Morien.

9.25 If the defects are due to government-imposed regulations on the materials used after the Agreement was concluded.

9.28 If any other provision of these applicable General Terms and Conditions has been violated, causing forfeiture of rights. Sure!

Article 10. Ronald Morien Revision Guarantee

10.1 The Ronald Morien revision guarantee applies to engines fully revised on behalf of the Business Customer and exchanged engines supplied. In case of conflict with other warranty provisions in these General Terms and Conditions, the warranty provisions as outlined in this article will apply. The Ronald Morien revision guarantee includes:

- Ronald Morien guarantees within the EEA the supplied exchange engines and the fully revised engines commissioned for a period of 12 months. This is calculated from the time of delivery of the exchange engine or from the date of completion of the fully revised engine. However, there is a maximum of either 2,000 operating hours of the engine for stationary installations, vehicles, and vessels, or 100,000 kilometers driven by the engine of a vehicle or vessel. The determining factor will be which maximum is reached first.
- For a fully revised engine, the guarantee covers the re-execution of incorrectly performed operations, as well as the replacement of supplied parts that become defective during the warranty period. Repair and/or replacement of cylinder blocks, cylinder heads, fuel pumps, and crankshafts not performed or supplied by Ronald Morien is not covered by the guarantee unless the defects are due to incorrectly performed operations by Ronald Morien.
- For an exchange engine, the guarantee includes the repair of defects that appear during the warranty period.

- The costs of repair, restoration, replacement, and re-execution of operations are borne by Ronald Morien, up to a maximum of the amount invoiced by Ronald Morien during the entire warranty period.
 - Up to twelve months after the invoice date, the costs borne by Ronald Morien regarding the guarantee may be increased with a fee for necessary disassembly and reassembly, based on flat-rate times and the actual hourly rate of Ronald Morien.
- 10.2 Guarantee for supplied services and goods outside the scope of paragraph 1 of this article: If the delivered services or goods do not fall under paragraph 1 of this article (such as part revision, loose component revision, supply of exchange parts or components, etc.), Ronald Morien commits to improving the services provided and/or to repairing or replacing the goods supplied, if and to the extent that the Customer proves that these services were incorrectly performed or that these goods were incorrectly supplied. This guarantee is valid within the EEA and for six months from the time of delivery of the goods or from the date of completion of the services.
- 10.3 The warranties mentioned in paragraphs 1 and 2 of this article are subject to the following limitations:
1. No warranty is provided for emergency repairs. Warranty claims expire if:
 - a. The customer does not notify Ronald Morien as soon as possible after discovering defects;
 - b. Ronald Morien is not given the opportunity to rectify the defects;
 - c. Third parties have performed work related to the work done by Ronald Morien for which a warranty claim is made without prior knowledge or permission from Ronald Morien. However, the guarantee applies if the need for immediate repair arises elsewhere and can be demonstrated by the customer based on the data provided by the other repairer and/or the broken parts. If the repair takes place in the Netherlands, the repairer must be a member of BOVAG. The provisions in b. and c. do not apply if the repair is necessary abroad. In that case, compensation for repair costs is based on the price level applicable at Ronald Morien. This compensation will never exceed the actual costs incurred.
 2. Guarantees for the supply of new goods (including parts/components) are applicable if and to the extent that they are provided by the manufacturer. Parts supplied by Ronald Morien from third parties or services performed by third parties on behalf of Ronald Morien are subject to no other guarantees than those provided by these third parties.
 3. The guarantees provided apply only to the Customer and are not transferable to subsequent recipients. The original warranty period is not extended in the case of the replacement of an item.
 4. The guarantee does not extend to the reimbursement of damages to persons and/or property—whether third-party or otherwise—resulting from the breaking or defect of the item or parts thereof, nor to the reimbursement of any further costs arising from such damages.
 5. Defects caused by intent, neglect of normal or prescribed maintenance, incorrect assembly/connection by third parties, mishandling, incorrect (or normally unforeseeable) use, and/or repairs or modifications not performed by Ronald Morien are excluded from the warranty. This includes defects and damage caused by participation in competitions or speed trials, as well as engine defects caused by the use of fuels for which the engine is not suitable according to factory instructions or which Ronald Morien has not made the engine suitable for. Faults in fuel systems like the tank and additional components that were not flushed or replaced are also excluded.
 6. Also excluded from the guarantee are:
 - Defects in materials or parts specified or provided by the Customer;
 - Defects due to designs, drawings, constructions, or methods provided by the Customer;
 - Defects in installed electronic components;
 - Engine damage caused by failure or incorrect use of electronic components and/or the related electronic system, as well as defects in items that are not material or structural errors (e.g., defects caused by normal wear and tear, internal and external contamination, rust and paint damage, transport, freezing, overheating, overloading, and/or dropping of the product);
 - No warranty is provided for defects arising from accessories related to the item but not controlled by Ronald Morien.
- 10.4 Ronald Morien provides a 12-month warranty within the EEA, subject to the provisions of these General Terms and Conditions, starting from the date of delivery of the goods or the completion date of the services on:
- An exchange engine/cylinder head or a fully revised engine and/or cylinder head delivered for a vehicle;
 - A hand-operated gearbox (exchange and/or fully revised) delivered for a passenger vehicle;
 - A hand-operated gearbox (exchange and/or fully revised) delivered for a so-called small grey vehicle;
 - An automatic gearbox (exchange and/or fully revised) delivered for a vehicle.
- 10.5 For a fully revised engine, cylinder head, and/or (automatic) gearbox, the guarantee includes the re-execution of incorrectly performed operations, as well as the replacement of supplied parts that have become defective during the warranty period.

Article 11. Delivery and Execution

- 11.1 Ronald Morien will exercise the utmost care when receiving orders and executing product orders and when assessing service requests.
- 11.2 Delivery of products is made EXW (Ex-Works) at the workshop, warehouse, or store of Ronald Morien, as chosen by Ronald Morien. The Customer has an obligation to take delivery, unless Ronald Morien no longer has a reasonable interest in doing so.
- 11.3 The sold goods will be delivered as-is, in the condition they are in at the time the Agreement is concluded.
- 11.4 If shipping by Ronald Morien is agreed upon, the Customer bears the risk of all direct and indirect damage from the time the goods are ready for delivery or shipment, except when due to intent or gross negligence by Ronald Morien. If the Customer fails to take delivery after being given notice, Ronald Morien is entitled to dissolve the Agreement without judicial intervention and charge the Customer for the storage costs of the goods.
- 11.5 Shipping and transportation of sold goods by Ronald Morien are entirely at the Customer's risk and expense.
- 11.6 Subject to the provisions of this article, Ronald Morien will execute accepted orders with due haste, but no later than 30 days, unless Ronald Morien has indicated a longer delivery period when accepting the order or the Customer has later agreed to a longer period. If delivery is delayed, or if an order can only be partially executed, the Customer will be notified within 30 days after placing the order. In that case, the Customer has the right to cancel the Agreement without cost. The Customer has no right to compensation.
- 11.7 All delivery times are indicative. The Customer cannot derive any rights from the mentioned times. Exceeding a delivery time does not entitle the Customer to compensation.
- 11.8 In the case of cancellation according to paragraph 4 of this article, Ronald Morien will refund the amount paid by the Customer as soon as possible, but no later than 14 days after cancellation.
- 11.9 If delivery of an ordered product proves to be impossible, Ronald Morien will make efforts to provide a substitute article. It will be clearly communicated at the time of delivery that a substitute article is being provided. The right of withdrawal cannot be excluded for substitute articles. The cost of a potential return is borne by Ronald Morien.

Article 12. Delivery (of Exchange Goods)

- 12.1 Insurance can be arranged upon request and at the Customer's expense. Conditions set by carriers of products cannot prejudice what is stated in this article.
- 12.2 The risk of goods accepted by Ronald Morien for the performance of work or otherwise under his control remains, except for intent or gross negligence by Ronald Morien, with the Customer.
- 12.3 The exchange goods sold by Ronald Morien to the Customer are packaged in a standardized manner. In cases where packaging is used, it is provided on a loan basis. The packaging remains the property of Ronald Morien. The Customer must return the packaging undamaged. Packaging materials may incur a deposit unless otherwise agreed. If the Customer does not return the packaging within a month of purchasing the exchange goods, Ronald Morien is no longer obliged to refund the deposit. This does not affect the Customer's obligation to return the packaging.
- 12.4 When purchasing an exchange item, a deposit is charged to the Client unless otherwise agreed. If the Client does not return the old item to be exchanged within three months after the purchase of the exchange item and/or does not deliver it properly (not safely/not fully free of coolant or oil), Ronald Morien is no longer obligated to return the deposit charged to the Client. This does not affect the Client's obligation to return the old item.
- 12.5 Exchange items are only sold upon the return of the old item. The old item must be of the same brand, model type, and composition, and must not be broken, torn, welded, or otherwise damaged or incomplete. The vital parts (for an engine, these are the block, head, crankshaft, and camshaft) must be capable of being overhauled in a normal manner. If the returned item does not meet these requirements, the additional costs will be borne by the Client and recalculation will take place.
- 12.6 For environmental and safety reasons, the Client must safely and completely pack the old items to be returned, free of coolant and oil, at their own expense. The Client is liable for any damage caused to Ronald Morien and/or third parties arising from incorrect delivery of the old items. The Client indemnifies Ronald Morien in this regard.
- 12.7 Purchase with trade-in: if, upon the sale of a new item against the purchase of a used item, the Client continues to use the old item while awaiting the delivery of the new one, the latter item only becomes the property of Ronald Morien after it has been physically delivered to Ronald Morien. As long as the Client continues to use the item, it is entirely at their own expense and risk.

Article 13. Payment

- 13.1 Unless otherwise agreed upon in writing by the Parties, payment of the total agreed price must have been made by the Client before delivery or in cash upon delivery. Delivery is also understood to include the performance of work.
- 13.2 For distance purchases, Ronald Morien may offer the Client various payment methods, including Ideal, PayPal, and credit cards in a secure environment, as well as the option for a one-time authorization. The Client is aware that payments via the internet may carry risks. Payments made online are at the Client's own risk. Ronald Morien is not liable for how the Client makes payments.
- 13.3 For purchases on invoice, payment must be received within fourteen (14) days after the invoice date.
- 13.4 If payment after delivery has been agreed and no payment is made on the due date, or the payment is late or incomplete, the Client, without the need for a notice of default or reminder, is in default, and the overdue amount will be immediately due with statutory (commercial) interest per month or part of a month, calculated from the due date.
- 13.5 In the case of section 4 of this article, Ronald Morien has the right to reclaim the purchased goods through an extrajudicial declaration within the period specified in article 7:44 of the Dutch Civil Code. This declaration will cancel the purchase.
- 13.6 The Client must, upon first request and as determined by Ronald Morien, make an advance payment or deposit, or provide the required security for the proper fulfillment of their obligations in a manner determined by Ronald Morien.
- 13.7 The Client has the obligation to immediately report any inaccuracies in the provided or stated payment details to Ronald Morien.
- 13.8 All costs, both judicial and extrajudicial – including those from collection agencies, bailiffs, lawyers – that Ronald Morien incurs in enforcing its rights against the Client, are for the Client's account. The extrajudicial collection costs will be calculated according to the collection rate of the Dutch Bar Association, with a minimum of €50.00.

Article 14. Liability

- 14.1 Ronald Morien is only liable to the Client for damage that is the foreseeable and direct result of an attributable shortcoming on the part of Ronald Morien in the performance of his obligations under the Agreement between him and the Client. Any form of consequential or indirect damage is excluded from compensation. This includes, but is not limited to: business damage, delay damage (other than statutory interest), damage due to depreciation, loss of enjoyment, lost profits, or suffered loss, damage related to towing or replacement transport or rental and leasing costs, damage due to extra transport costs, damage to (goods of) third parties, loading damage, damage due to infringement of patents, licenses, or other rights of third parties as a result of the use of data provided by or on behalf of the Client, or damage or loss, for any reason, of materials, semi-finished products, models, tools, and other goods provided by the Client, as well as personal or immaterial damage.
- 14.2 If Ronald Morien is obliged to compensate damage under section 1 of this article, it will only cover damage for which he is insured or should reasonably have been insured, provided that the compensation never exceeds the amount that is actually paid out by the insurer, plus Ronald Morien's own risk. The intention of this provision is to establish a damage ceiling. If there is no damage insurance or no coverage under the insurance, Ronald Morien's liability will, in any case, be limited to a maximum of the invoice amount of the Agreement to which the damage relates.
- 14.3 With regard to the condition of the goods and/or work delivered by Ronald Morien, his liability towards the Client is limited to what is described in the warranty terms. Business clients are not entitled to the rights granted by law to consumers and/or business clients acting outside the scope of their business or profession, such as the right under Book 7 of the Dutch Civil Code for the goods to conform to the agreement upon delivery.
- 14.4 Any other claims for compensation, regardless of the grounds, are excluded.
- 14.5 The Client indemnifies Ronald Morien against any claims from third parties, unless Ronald Morien is liable according to this article.
- 14.6 In order to retain the right to compensation, the Client must provide Ronald Morien with all requested cooperation in the investigation of the cause, nature, and extent of the damage for which compensation is being claimed.
- 14.7 Ronald Morien's liability is limited to the delivery of goods within mainland Europe. Any claims for compensation in connection with (re)delivery to a non-European country or an overseas territory of a European country are excluded.
- 14.8 The Client must use the delivered goods in accordance with their nature and purpose and comply with all legal usage regulations and, where applicable, the usage instructions prescribed by Ronald Morien.
- 14.9 If the Client uses the delivered goods in a manner not in accordance with the provisions in section 8 of this article and holds Ronald Morien liable for damage related to the use of the delivered goods, the Client must prove that the damage was caused by a defect in the goods supplied by Ronald Morien and not by improper use, as outlined in section 8.
- 14.10 Notwithstanding the provisions in these General Terms and Conditions, Ronald Morien is never liable for personal injury if the Client has acted contrary to the provisions of section 8 of this article. The Client must, to the extent permitted by law, indemnify

- Ronald Morien against claims from employees or other third parties, particularly customers, who have not been informed of the usage instructions resulting from section 8.
- 14.11 In the event of damage caused by intent or gross negligence on the part of Ronald Morien, the limitation of liability in these General Terms and Conditions shall not apply.

Article 15. Force Majeure

- 15.1 If Ronald Morien fails to fulfill its obligations to the Client, in whole or in part, this failure cannot be attributed to Ronald Morien if the performance of the Agreement is made more difficult or impossible due to a circumstance—whether foreseeable or not—that is beyond the control of Ronald Morien, such as, but not limited to:
- Failure by suppliers/transporters;
 - War, riot, or similar situations;
 - Sabotage, boycott, strike, or occupation;
 - Machinery damage;
 - Theft from warehouses;
 - Operational disruptions;
 - Government measures;
 - Bad weather;
 - Lightning strikes;
 - Fire.
- 15.2 In the event of a situation mentioned in paragraph 1 of this article, and to the extent permitted by law, Ronald Morien will not be liable for any damage resulting from it for the Client, and may, at its discretion, suspend the fulfillment of its obligations or partially or fully terminate the Agreement without judicial intervention, without being required to compensate for any damages.

Article 16. Retention of Title

- 16.1 Until the Client has fully paid all amounts owed to Ronald Morien in connection with the delivery, the delivered goods remain the property of Ronald Morien.
- 16.2 The Client is not authorized to sell the delivered goods to third parties—while they are unpaid—or to lend, pledge, or transfer ownership of them.
- 16.3 The Client bears the risk for unpaid goods in relation to any damage, both direct and indirect, which may be caused to them by the Client or any third party.
- 16.4 Ronald Morien is not obligated to indemnify the Client for liability as the holder of the goods. On the other hand, the Client indemnifies Ronald Morien from any claims third parties may have against Ronald Morien that could be associated with the retention of title.

Article 17. Right of Retention

- In the event of repairs, Ronald Morien can exercise the right of retention on the goods if and for as long as:
- The Client does not pay or does not fully pay the costs of the work done on the goods;
 - The Client does not pay or does not fully pay for previous work performed by Ronald Morien on the same goods;
 - The Client fails to pay other claims (including for damage compensation, interest, and costs) arising from the contractual relationship with Ronald Morien.

Article 18. Complaints Procedure

- 18.1 Ronald Morien has a sufficiently communicated complaints procedure and will handle the complaint according to this procedure.
- 18.2 The Client is obligated to inspect deliveries upon receipt for any deficiencies, such as deviations from specifications and other visible shortcomings. Any deficiencies discovered must be reported to Ronald Morien immediately, but no later than 8 days after delivery of the goods. This report must be made in writing and include a description of the identified deficiency, along with the invoice and invoice number.
- 18.3 Complaints submitted to Ronald Morien will be answered within 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, Ronald Morien will respond within 14 days with an acknowledgment and an indication of when the Client can expect a more detailed response.
- 18.4 The Client must allow Ronald Morien to verify the identified deficiency. Failure to comply with this requirement will result in the Client forfeiting their right to claim deficiencies that could have reasonably been discovered by thorough inspection within the stated time frame.
- 18.5 If the complaint cannot be resolved through mutual agreement, a dispute will arise that is subject to the dispute resolution procedure.
- 18.6 For complaints, the Client must first approach Ronald Morien. If a complaint cannot be resolved through mutual agreement, the Client may contact Stichting WebwinkelKeur (www.webwinkelkeur.nl), STIBA, and/or BOVAG. If no solution is reached, the Client has the option to have the complaint handled by Stichting GeschilOnline (www.geschilonline.com). The ruling will be binding, and both Ronald Morien and the Client agree to the binding decision. Submitting a dispute to this dispute resolution committee involves costs that must be paid by the Client to the relevant committee. It is also possible to file complaints via the European ODR platform (<http://ec.europa.eu/odr>).
- 18.7 A complaint does not suspend the obligations of Ronald Morien, unless Ronald Morien explicitly states otherwise.
- 18.8 If a complaint is found to be valid by Ronald Morien, Ronald Morien will, at its discretion, either replace or repair the delivered products free of charge. If Ronald Morien cannot provide a replacement product, it will refund the amount paid by the Client for the product.
- 18.9 The Client must reimburse Ronald Morien for the costs of unfounded complaints.

Article 19. Termination

- 19.1 Full or partial termination of the Agreement can only occur through a written declaration from one of the authorized parties. Before the Client issues a written termination statement to Ronald Morien, the Client must always first issue a written notice of default and allow a reasonable period for Ronald Morien to properly fulfill its obligations.
- 19.2 The Client has no right to terminate the Agreement, in whole or in part, or suspend their obligations if the Client is already in default with the fulfillment of their obligations. This provision does not affect the Consumer's right to suspend performance based on any applicable statutory provision.
- 19.3 If Ronald Morien agrees to terminate the Agreement, without default on its part, Ronald Morien is entitled to compensation for all financial losses, such as costs, lost profits, and reasonable costs for determining damages and liability.

- 19.4 In the event of partial termination, and to the extent permitted by law, the Client has no right to request undoing of services already performed by Ronald Morien, and Ronald Morien has an unaltered right to payment for the services already provided, without prejudice to Ronald Morien's right to undo its performance and claim compensation.

Article 20. Personal Data

The personal data of the Client, as provided in the offer and any Agreement with Ronald Morien, will be processed by Ronald Morien in accordance with applicable laws and regulations, including the General Data Protection Regulation. Through this processing, Ronald Morien can fulfill the Agreement with the Client, meet its (warranty) obligations to the Client, provide optimal service, provide timely and current (automotive) information regarding the service and/or product, and make personalized offers.

Additionally, personal data may be shared with third parties for direct marketing activities related to vehicles. The Client's objection to processing personal data for direct mailing activities will be honored if submitted to Ronald Morien. The vehicle data will be included in the odometer register. This system records odometer readings to prevent fraud with odometers. The privacy policy of Ronald Morien outlines which personal data is processed, for what purpose, and the rights and obligations of the Client. The most current privacy policy can be viewed on the Ronald Morien website (www.ronald-morien.nl).

Article 21. Authentic Language

Even if these General Terms and Conditions are provided in a language other than Dutch, in case of doubt, the Dutch version of these terms will be decisive.

Article 22. Choice of Law and Forum

- 22.1 Dutch law exclusively applies to all Agreements between Ronald Morien and the Client. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded, provided that no law or treaty excludes this legal choice.
- 22.2 All disputes arising from an Agreement with Ronald Morien will initially be submitted according to Ronald Morien's complaints procedure (Article 18). If multiple parties are authorized to decide on the complaint, the complaining party has the right to choose. The other party is bound by this decision. The complaints procedure does not affect the Client's right to approach the competent court, unless binding advice has been chosen.
- 22.3 All disputes arising from or related to an Agreement as described in these General Terms, as well as from or related to agreements resulting from such an agreement, will be submitted to and decided by the competent court in the jurisdiction of Ronald Morien's registered office, if they cannot be resolved through mutual agreement or a complaints procedure.

Article 23. Sanction Measures Abroad

- 23.1 The Customer shall not directly or indirectly sell, export, or re-export goods delivered under or in connection with the Agreement with Ronald Morien that are subject to sanction laws and/or regulations to the following countries and/or regions, nor shall the Customer (as a reseller) sell such goods to a third party who has not committed to not exporting the relevant goods to these countries and/or regions:
- Belarus
 - Cuba
 - Iran
 - North Korea
 - Russia
 - Areas of Ukraine occupied by Russia
 - Syria
 - Sudan
- 23.2 The Customer shall make maximum efforts to ensure that the provisions of paragraph 1 of this agreement are not frustrated by third parties further down the supply chain, including potential resellers.
- 23.3 The Customer shall establish and maintain an adequate monitoring mechanism to track actions by third parties further down the supply chain, including potential resellers, that could frustrate the provisions of paragraph 1.
- 23.4 Any violation of the previous sections shall constitute a material breach of the Agreement between Ronald Morien and the Customer and entitles Ronald Morien to take appropriate legal action, including but not limited to: a. Termination of the agreement
- b. A fine of 50% of the total value of the Agreement or the price of the exported goods, whichever amount is higher.
- 23.5 The Customer shall immediately inform Ronald Morien of any issues regarding compliance with sanction laws and this article, including relevant activities of third parties that could frustrate the purpose of this article.
- 23.6 The Customer shall, upon the first request of Ronald Morien, provide information on compliance with the obligations of this article within two (2) weeks.
- 23.7 If the Customer acts in violation of this article or any sanction law or regulation, they shall be liable to Ronald Morien for all damages resulting from that violation. The Customer shall indemnify Ronald Morien for any third-party claims and costs incurred by Ronald Morien as a result of the breach of this article and/or sanction laws or regulations.

BOVAG Algemene voorwaarden particulier juni 2022 engels

GENERAL

These General Terms and Conditions apply from June 1, 2022. They apply to agreements concerning the purchase and repair and maintenance of cars, parts, or accessories between BOVAG Automotive Companies and consumers. These General Terms and Conditions have been established in consultation with the Consumers' Association and the ANWB as part of the SER Coordination Group for Self-Regulation Consultation (CZ).

DEFINITIONS

In these General Terms and Conditions, the following terms mean:

- car: a passenger car or van with a total weight including payload of no more than 3,500 kg;
- car to be purchased: the car that is sold by the consumer to the seller as part of the agreement, also referred to as a trade-in car;
- the agreement: the purchase agreement for a new or used car, parts, or accessories;
- the seller: the party selling a new or used car, parts, or accessories to a consumer;
- the consumer: any natural person acting as a buyer or principal for purposes outside their business or professional activity;

- the assignment: the agreement between the consumer and the seller to perform work such as assembly, disassembly, repair, or maintenance work and voluntary or statutory inspections;
- the repairer: the party who performs or arranges the performance of an assignment regarding a car, parts, or accessories;
- non-avoidable costs: all costs that are not optional for the consumer and are necessary for driving away with the purchased car. These costs must be included in the indicated price for both new and used cars. In practice, this means that for a new car, at least VAT, BPM (Dutch tax on vehicles), fees, the recycling contribution, the cost of a first inspection, registration costs, transport costs to the dealer, and other mandatory extras must be included in the indicated price;
- avoidable costs: optional, additional agreed costs for the consumer. These costs are not automatically included in the indicated price of the car, such as additional purchased accessories or parts;
- written: in writing or electronically;
- the warranty:
 - a. the statutory warranty as referred to in article 7:17 of the Dutch Civil Code;
 - b. the manufacturer's or importer's warranty on cars and parts/accessories (see article 14 paragraph 2);
 - c. the BOVAG Purchase Guarantee on used cars as described in article 14 paragraph 3 and the BOVAG Warranty Certificate that can be provided by the seller;
 - d. the BOVAG repair and maintenance warranty on work performed.

PURCHASE

Article 1 - The Offer

1. The seller makes an offer verbally or in writing.
2. This offer provides a complete and accurate description of the offer, including the price and the rights and obligations of the consumer and the seller. The description of the offer is detailed enough to allow the consumer to properly evaluate the offer.
3. The offer includes the price of the offered car, part, or accessory. The price of an offered car is inclusive of non-avoidable costs.
4. If the seller uses images of the car, part, or accessory, these must be accurate.
5. Obvious errors in the offer do not bind the seller.
6. The consumer must accept the offer within the period set by the seller. If no period is given, the consumer must accept immediately.

Article 2 - The Agreement

1. The seller shall record the agreement in writing and provide a copy to the consumer. The agreement between the consumer and seller is also valid even if it is not recorded in writing.

Article 3 - The Content of the Agreement

The written agreement must include at least:

- the identity of the seller, such as business name, address, phone number, and email address;
 - the description of the car, parts, or accessories;
 - the price and description of the car to be purchased, including parts or accessories;
 - the price of the car including accessories at the time of purchase. The price includes non-avoidable costs. The agreement specifies whether it is a fixed or non-fixed price;
- or:
- the price of a separately purchased part or accessory;
 - the avoidable costs when purchasing a car;
 - a reference to the warranty provisions where the seller or a third party such as the manufacturer or importer acts as the warranty provider. Access is provided to the warranty provisions of this third party;
 - the method of payment;
 - the delivery date and whether it is a tentative or fixed date. If no delivery date is agreed, the car, part, or accessory must be delivered within thirty days after the agreement is concluded.

Article 4 - Price Changes

1. If a fixed price applies, the seller may not increase the price after the agreement has been concluded, unless there is a change in a government levy, including a change in tax or excise duties.
2. If the agreement specifies that the price is not fixed, the seller may change the price due to changes in: a government levy, factory prices, importer prices, or exchange rates. The seller must notify the consumer as soon as possible of any price change and the reason for it. In the event of a price increase, the consumer may cancel the agreement within ten days, unless the price increase is due to a change in a government levy.
3. If the seller has indicated that the price is not fixed, the seller must also pass on any price reductions to the benefit of the consumer.
4. If the seller has been put in default under article 6, but the set term has not yet expired, then only a price increase due to a change in a government levy may be passed on.
5. Once the seller is in default, no price increase may be passed on.

Article 5 - The Risk for the Car

1. If the purchased car is damaged or lost before it is delivered to the consumer, the seller bears the cost and risk.
2. If the car to be purchased is damaged or lost before it is delivered to the seller, the consumer bears the cost and risk.

Article 6 - Delivery and Default

1. If a fixed delivery date has been agreed, the seller is in default once that date has passed.
2. If a tentative delivery period is agreed, the consumer must first put the seller in default. This means that the seller is given an additional period of three weeks to deliver. If the seller has not delivered the car, part, or accessory after this period, the seller is in default.
3. No default notice from the consumer is required in the following cases:
 - if the seller has indicated that they will not deliver;
 - if delivery before the agreed delivery date is essential, considering the circumstances at the time the agreement was made, for example because the consumer has indicated this or because the car, part, or accessory is needed for a special occasion.

Article 7 - Consequences of Default

1. If the seller is in default under article 6, the consumer may cancel the agreement.
2. Additionally, the consumer may request compensation for damages, unless the seller can invoke force majeure.

Article 8 – Cancellation

1. The consumer may cancel the agreement, even if the seller is not in default.
2. The cancellation can be made before the purchased car, part, or accessory, or the car to be purchased, is delivered, and the cancellation must be made in writing.
3. The consumer must compensate for all damages due to the cancellation. This damage is set at 15% of the total purchase price of the car, part, or accessory, unless the parties have agreed otherwise at the time of the agreement.
4. The damages must be paid within ten days of the cancellation. If the consumer has not paid within ten days, the seller may notify the consumer in writing that they must still fulfill the agreement. The consumer can no longer invoke cancellation.

REPAIR AND MAINTENANCE

Article 9 - Estimate and Term

1. The order for work should preferably be documented in writing. The repairer provides an estimate and a delivery date in advance. This estimate and delivery date are provisional unless the consumer and repairer have agreed on a fixed price or fixed delivery date.
2. If the repair of the car becomes more than 10% more expensive than originally estimated for a non-fixed price, the repairer must discuss this cost increase with the consumer.
3. The consumer may always cancel the order. However, the costs that the repairer has incurred by the time of cancellation and the work already completed must be paid.
4. The repairer must notify immediately if the work is likely to be completed later than the agreed delivery date. The repairer must also inform the consumer of the new completion date.
5. If a fixed delivery date is exceeded, the consumer is entitled to reasonable compensation, unless the repairer can prove force majeure.

Article 10 - The Invoice

A detailed invoice for the completed work will be provided.

Article 11 – Storage Costs

1. If the consumer does not pick up the car within three working days after receiving notice that the repair is complete, the repairer may charge for storage costs.
2. The storage costs are the costs normally charged by the repairer. If there are no fixed storage costs, the repairer will charge a reasonable fee.

Article 12 - Right of Retention

1. The repairer can exercise a right of retention on the car, part, or accessory. This means the repairer may not return the car, part, or accessory until the consumer has paid the invoice for the work or other costs.
2. The repairer can also exercise the right of retention if the dispute regarding the work has been brought before the Vehicle Disputes Committee mentioned in Article 21 or a court, unless the consumer has provided sufficient (replacement) security, such as a deposit with the Disputes Committee.

Article 13 - Replaced Parts

1. If a consumer requests the old parts during the order, they will receive them after they are replaced.
2. When a warranty claim must be handled between the repairer and a warranty provider, such as a manufacturer or importer, the repairer may refuse to return the parts.
3. If the consumer has not requested the parts or has not done so on time, the replaced parts will also become the property of the repairer, without compensation to the consumer.

WARRANTY

Article 14 - Warranty on Cars and Parts/Accessories

1. The consumer is always entitled to legal warranty in addition to the BOVAG repair and maintenance warranty as described in Article 15, the BOVAG Purchase Warranty as described in Article 14.3, the BOVAG Warranty Certificate, and/or the manufacturer's or importer's warranty as described in Article 14.2.
2. New cars and new parts come with a manufacturer or importer warranty.
3. In addition to the legal warranty, the seller can provide up to twelve months BOVAG Purchase Warranty on used cars, and may extend this period to a maximum of 24 months.
4. In case of replacement due to warranty as mentioned in Article 14(1) and (3) and the BOVAG Warranty Certificate, the consumer is not required to pay for normal use of the replaced product prior to the replacement. During repairs or replacements under warranty as described in Article 14(1) and (3), the seller/repairer will also provide a suitable solution for the consumer's transportation issues.
5. The seller must mention the car's odometer reading in the purchase agreement after verifying it in the odometer register. The seller guarantees that the mileage stated on the agreement is "logical," unless it is explicitly noted as "illogical" and the consumer has expressly agreed to this in writing.
6. No BOVAG Purchase Warranty is provided for separately supplied used parts. Defects occurring outside the European Economic Area (EEA) are not covered by the BOVAG Purchase Warranty on used cars, unless the consumer proves that the defects were not caused by conditions outside the EEA, such as relatively poor roads or lower-quality fuel.

Article 15 - BOVAG Repair and Maintenance Warranty on Cars, Parts, Accessories

1. The repairer guarantees that the work performed meets the order. The repairer guarantees within the European Economic Area for six months after the delivery of the repaired or maintained car, part, or accessory that the work was performed with good craftsmanship or that it was executed with good craftsmanship by others and that proper materials were used. In case of repair or replacement under this warranty, the seller/repairer will also provide a suitable solution for the consumer's transportation issues.
2. Exceptions may apply, meaning the warranty may not be valid:
 - a. This warranty does not apply when the consumer has supplied materials, parts, or accessories to be used by the repairer. It also does not apply if the consumer has insisted on using certain materials/parts/accessories that the repairer would not have used. If the consumer has insisted on a specific method of performing the work, the warranty does not apply if the consumer's demanded method differs from what the repairer would have done. The consequences of defects or unsuitability of these parts, materials, accessories, or work methods are the responsibility of the consumer, unless the repairer has failed in their expertise or due diligence.
 - b. If the consumer requests an emergency repair, no warranty is provided on that repair.
 - c. The consumer must report any problems with the repaired or maintained car, part, or accessory as soon as possible after noticing them. If the consumer fails to do so, and it would be reasonable under the circumstances, this could prevent the consumer from making a warranty claim.
 - d. If the repairer does not have the opportunity to resolve issues with the car, part, or accessory they have repaired or maintained, the consumer cannot make a warranty claim, unless the situation described in subsection 3 occurs.
 - e. If a third party performs work on the car, part, or accessory that was repaired or maintained by the repairer, the consumer cannot make a warranty claim due to that work, unless the situation in subsection 3 occurs. However, the consumer may claim a warranty if the third party's work is unrelated to the work already performed by the repairer.
3. An exception to subsections 2d and 2e may occur in an emergency where immediate repair is needed for the car. The emergency must occur outside the repairer's location, and the consumer must prove the need for repair. The consumer can provide evidence from the other business or show the damaged car parts. If the repair is carried out by another business within the Netherlands, that business must be a BOVAG member. If the emergency occurs outside the Netherlands and the repair is carried out by a third-party company located abroad, the costs for this foreign third party will be reimbursed up to the price level applicable at the repairer's business.

GENERAL TERMS

Article 16 – Payment

1. Payment must be made in cash or by bank transfer to the seller/repairer's account.
2. Payment is due at the time of delivery of the car, part, or accessory, or upon completion of the work.
3. The seller/repairer and the consumer may agree in writing that payment does not need to be made immediately. If no specific payment time is agreed upon, the payment term is one month.
4. The consumer must pay the amount owed before the payment deadline. If they fail to do so, the seller/repairer will send a free payment reminder after the deadline and give the consumer the opportunity to pay the outstanding amount within fourteen days of receiving this reminder.
5. If payment is still not made after the payment reminder, the seller/repairer may charge interest from the moment of default. This interest is equal to the statutory interest rate.
6. Collection costs for extrajudicial costs may also be charged. The amount of these costs is subject to (legal) limits, and they can be adjusted in favor of the consumer.

Article 17 - Retention of Title on a Car

The car delivered to the consumer remains the property of the seller until the consumer has paid everything they were required to pay under the purchase agreement. Until the consumer has obtained formal ownership of the car, they must insure the car with WA + comprehensive insurance, pay the costs, and bear the risk of damage or loss of the car. The consumer is also required to have the maintenance done at their own cost. The buyer, as the holder and driver of the car, is liable.

Article 18 - Distance Selling/Off-Premises Sales

The consumer has rights and obligations under the provisions for agreements between traders and consumers, see Book 6 Title 5 Section 2b Civil Code. This only applies when an agreement/order is made remotely and outside of business premises, as defined by Section 6:230g of the Civil Code. The legal provisions then apply in addition to and in deviation from these general terms and conditions.

Article 19 – Deviations

Deviations, including additions or extensions to these general terms and conditions, are only valid when they are recorded in writing by both parties, and when the consumer is not placed in a less favorable position than they would have been without these deviations. Deviations from the BOVAG Warranty Certificate and BOVAG repair and maintenance warranty are invalid.

Article 20 – Mediation Scheme

1. A consumer who has complaints about the sale of a used car, the sale of a new car, part, or accessory, or the execution of the BOVAG repair and maintenance warranty, must first go to the seller/repairer. If it turns out that the consumer is dissatisfied with the complaint handling by the seller/repairer, the following applies: the consumer may submit a dispute regarding an order or agreement to BOVAG Mediation within six weeks of the dispute arising. The mediation attempt will proceed according to a regulation that both parties have received in advance. The address of BOVAG Mediation is: Postbus 1100, 3980 DC Bunnik. Tel. 030-659 53 95 (local rate). The consumer can only invoke their statutory rights for mediation during the statutory reversal of the burden of proof, which is twelve months after delivery, or they can claim the BOVAG Purchase Guarantee, both as stated in Article 14. The consumer can at any time choose to submit the complaint to the dispute committee. See Article 21 for an explanation of this procedure. If it concerns a newly purchased car or newly purchased parts or accessories, mediation by BOVAG is only possible if the consumer cannot invoke a warranty issued by the manufacturer or importer of the new product.

Article 21 - Dispute Resolution

1. If there is a dispute about how the order or agreement was concluded or executed, the consumer or the seller/repairer may submit the dispute to the Vehicle Dispute Committee. Address: The Dispute Committee, Postbus 90600, 2509 LP The Hague (visiting address Borderwijklaan 46, 2591 XR The Hague). The consumer may also choose to take their dispute to court at this time.
2. This dispute resolution procedure only applies to disputes between consumers and members of BOVAG Car Dealerships. It applies to:
 - a. The purchase and sale agreement for a new car, part, or accessory, unless the consumer complains based on a warranty issued by the manufacturer or importer of the car, part, or accessory.

- b. The purchase and sale agreement for a used car.
 - c. The BOVAG repair and maintenance warranty mentioned in Article 15 of these general terms and conditions.
3. The dispute must be submitted to the Vehicle Dispute Committee within twelve months of the date the consumer complained to the seller/repairer. Once this choice is made for the dispute committee, the consumer can only go to court if the dispute committee declares itself incompetent or inadmissible or to have a binding opinion made by the dispute committee reviewed by a court. The submission can be made in writing or in another form as determined by the Vehicle Dispute Committee. A dispute exists after the complaint handling by the seller/repairer and/or the mediation attempt by BOVAG Mediation has been unsuccessful.
 4. The Vehicle Dispute Committee will issue a binding opinion. This will be done according to a regulation that both parties to the dispute will receive in advance. This regulation is part of the agreement between the consumer and the BOVAG member.
 5. The consumer must pay a fee for the handling of the dispute by the Vehicle Dispute Committee.
 6. A decision by the Vehicle Dispute Committee cannot be altered by a court if more than two months have passed since it was sent and no appeal has been made to the ordinary court for marginal review.

Article 22 - Compliance Guarantee

BOVAG guarantees compliance with the binding opinions of the dispute committee by the seller/repairer who is a BOVAG member. However, this does not apply if the seller/repairer decides to submit the binding opinion to the court within two months for review, and the court declares the binding opinion non-binding, with no further appeal possible. The guarantee applies up to €910, and on the condition that the consumer transfers their claim against the seller/repairer to BOVAG. For amounts greater than €910, BOVAG will attempt to persuade the seller/repairer to pay through the court. If successful, the amount collected over €910 will be transferred to the consumer. BOVAG does not provide a compliance guarantee if there are formal intake requirements that the consumer has not met (payment of complaint fee, submission of completed and signed questionnaire, and any deposit). This includes cases of bankruptcy, suspension of payments, or termination of business operations by the seller/repairer. The date of registration of the business closure in the Trade Register is decisive, or an earlier date that BOVAG can reasonably prove that the business activities were effectively terminated. BOVAG will pay up to €910 per dispute if the seller/repairer has gone bankrupt, suspended payments, or ceased operations after the consumer has met the intake requirements.

Article 23 - Personal Data

The personal data of the consumer listed in the agreement or order will be processed by the seller/repairer in accordance with the Data Protection Act/General Data Protection Regulation. Based on this processing, the seller/repairer can:

- Perform the order or execute the purchase agreement and meet their warranty obligations to the consumer;
- Provide the consumer with optimal service;
- Provide the consumer with timely updated product information and personalized offers in the event of a legitimate interest;
- Record car data in the odometer register from Article 14. This system registers mileage readings to prevent odometer fraud;
- In addition, personal data may be made available to the INDI association for legitimate interest to clean the personal data.

If the consumer objects to the processing of personal data for direct mailing purposes, the seller/repairer must honor that objection.

Article 24 - Choice of Law

Dutch law applies to this agreement.