

Article 1. Definitions

- a. **General terms and conditions** mean the present terms and conditions.
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- b. These terms and conditions apply to every **quotation, offer and agreement** between **Company Under Firm Autodemontagebedrijf R. Poeste**, hereinafter referred to as: “**User**”, and an **Other Party**.
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- c. An **agreement** means both oral and written agreement between the User and an Other Party. Unless otherwise agreed between the User and the Other Party, the Other Party is responsible for the costs of installation, removal, assembly, disassembly or other costs for the use of the received product and the like.
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- d. Quotations and **offers are understood to** mean a non-binding offer by the User. If a term is stated in a quotation or offer, it is no longer without obligation. A quotation or offer automatically expires when the product to which the quotation or offer relates is no longer available.
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- e. **Product is defined** as a used car part of the User, which is provided with the visible and invisible characteristic of the User.
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- f. **A car is defined** as a passenger car, a combination or van derived from it, the total weight of which, including the loading capacity, does not exceed 3,500 kg.

Article 2. Applicability

- a. These terms and conditions also apply to agreements with the User, if the User involves third parties in the execution thereof.
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- b. If the Other Party uses purchasing or other conditions, those conditions are expressly rejected and these general terms and conditions apply.
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- c. If one or more provisions in these general terms and conditions at any time in whole or in part are partially void or annulled, the other provisions in these general terms and conditions will remain fully applicable. In this case, the User and the Other Party will consult as soon as possible to agree on new provisions to replace the void or voided provisions, taking into account the purpose and scope of the original provisions as much as possible.
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- d. If there is uncertainty regarding the interpretation of one or more provisions of these general terms and conditions conditions, then the explanation must take place in the light of these provisions.
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- e. If a situation arises between the parties that is not regulated in these general terms and conditions, this situation must be assessed in the spirit of these general terms and conditions.
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- f. If the User does not always require strict compliance with these conditions, this does not mean that the provisions thereof do not apply, or that the User would to any extent lose the right to demand strict compliance with the provisions of these conditions in other cases.

Article 3. Contents of the agreement regarding the purchase of a (used) car

- a. The agreement to purchase a (used) car can be agreed verbally, but is always recorded in writing and/or electronically. Both parties will receive a copy of the agreement.
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- b. The absence of a written and/or electronic agreement does not make an oral agreement null and void.

- c. The agreement contains at least the following information:
- buyer details;
 - type of car;
 - car details (make, type, license plate, chassis number, color and engine capacity)
 - agreed sales price;
 - deposit;
 - price of the car offered for trade-in by the Other Party;
 - method of payment;
 - condition of the car upon delivery.

Article 4. Payment and delivery

Products:

- a. If a product is picked up/purchased at the User's visiting address, payment must be made on site. This can be done by cash payment in euros or payment by debit card.
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- b. If an agreement is concluded via telephone, e-mail or parts finder and the product needs to be sent, the product will be sent within three working days after payment.
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- c. The additional shipping costs are always borne by the Other Party. Costs for a return shipment are also for the Other Party.
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- d. Shipping is at the Other Party's own risk. The Other Party therefore has the choice to insure the shipment.
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- e. The other party must pay the amount due in advance upon the delivery referred to in paragraph 2 User. After payment the product will be shipped.
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- f. If it has been specifically agreed with the Other Party that payment will be made afterwards, the Other Party must: to pay the amount due within 14 days of receipt of the invoice. If the invoice has not been paid within 14 days, the Other Party will receive a payment reminder in which the Other Party is requested to pay the amount due within 8 days.
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- g. After the reminder period has expired, the Other Party is legally in default and a third party will be engaged to collect the amount due. The additional collection costs in this case will be borne by the Other Party.
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- h. User is not responsible for incorrectly provided address and/or delivery information.

Car

- a. Payment of the purchase price due must be made in advance or upon delivery of the car. This can be done by means of cash payment in euros, payment by debit card or payment in advance to the User's bank account.
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- b. If it has been specifically agreed with the Other Party that payment, in whole or in part, will be made afterwards, the Other Party must pay the amount due within 14 days of receipt of the invoice. If the invoice has not been paid within 14 days, the Other Party will receive a payment reminder in which the Other Party is requested to pay the amount due within 8 days.
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- c. After the reminder period has expired, the Other Party is legally in default and a third party will be engaged to collect the amount due. The additional collection costs in this case will be borne by the Other Party.
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- d. If the Other Party decides to purchase the car and an agreement is reached, the Other Party must pay 25% of the purchase price. This down payment is used to reserve the car for the Other Party.
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- e. The User can agree to the Other Party offering a car for trade-in. In this case, the parties agree on a trade-in price and this will be specifically stated on the agreement.
- f. It is also possible for the Other Party to finance the purchase of the car. This will be done by a third party. The User only serves as an intermediary and is not liable for agreements between the financing party and the Other Party.
- g. When the purchase agreement is agreed with the Other Party, a term for delivery is also agreed. The delivery time may differ per car but will take place as soon as possible.
- h. Most of the cars offered are equipped with a valid MOT. If this is not the case, the Other Party can ask the User what options are available for an MOT inspection.
- i. The delivered car is checked by the User prior to delivery.
- j. If the User deems it necessary, the User will carry out service on the car himself.

Article 5. Purchase of car

- a. If the User makes an offer on a car for the purchase of his inventory, the offer is only valid at the time the offer is made. The offer may be valid for a longer period, provided this is indicated by the User.
- b. The car is at the expense and risk of the seller until the time of actual delivery.
- c. The car to be purchased only becomes the property of the seller once it has actually been delivered took place. Until that time, the car to be purchased is at the expense and risk of the seller and all costs are borne by the seller. This also includes the costs of maintenance and any damage caused by any cause, including damage as a result of not being able to submit the complete registration certificate.

Article 6. Warranty

Products

- a. A product supplied by the User is eligible for warranty if the product is demonstrably defective.
- b. The Other Party only enjoys the right to a warranty if the product is provided with both characteristics of the User and the Other Party invokes the right to warranty within the specified periods.
- c. If a product is picked up at the User's visiting address, the stated warranty period for the Other Party is 5 working days after receipt of the product.
- d. If an agreement is concluded via telephone, e-mail or parts finder and the product must be sent, the stated warranty period for the Other Party is 7 working days after shipment of the product.
- e. The warranty periods may deviate due to specific agreements made between the User and Other party, if this is the case, this will be clearly stated on the agreement and/or receipt and/or invoice.
- f. The other party must at all times hand over the receipt in order to be entitled to the warranty.
- g. If a product is demonstrably defective, the User will repair or replace the product. Only when repair or replacement is not possible will the User return the purchase amount received to the Other Party.

h. When the Other Party receives a repaired or replaced product, Article 5 of these conditions applies again.

i. The Other Party is not entitled to a guarantee in the following cases:

- The other party has made changes to the product itself;
- The Other Party has had a third party make changes to the product;
- product is incorrect because the Other Party has provided incorrect information to the User time of conclusion of the agreement;
- the product has been improperly installed, removed, assembled or dismantled and the like by the other party, or by a third party on behalf of the other party;
- product is used by the Other Party for a purpose other than that for which the product was originally intended;
- if there is a sale/delivery of an engine block where the Other Party has failed to renew the distribution set;
- if there is a sale/delivery of a cylinder head and the Other Party has not had the cylinder head flattened by a recognized company prior to installation;
- in case it concerns the sale/delivery of electronic products.

a. The other party cannot transfer its right to warranty to third parties.

Car

- The cars offered are often cars in the cheaper price range. User therefore uses take-away prices for the cars on offer. This means that the car is delivered without warranty.
 - a. In specific cases, the User and the Other Party can agree that the car will be delivered including a warranty. In this case, his warranty rights cannot be transferred to third parties.
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- b. If a warranty has been agreed, the Other Party must always report to the User if there is anything wrong with the car within the warranty period and hand over the purchase receipt.
If necessary, the user will carry out repair work on the car himself.
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- c. If the Other Party has the car repaired by a third party within an agreed warranty period without permission of the User, the User will not cover these costs.
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- d. If there are costs associated with the repair that are not covered by the warranty, these will be announced to the Other Party prior to the repair.
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- e. User can exercise the right of retention on the car, if and for as long as:
- The other party does not pay the costs of the work on the car or does not pay in full;
 - The other party has not yet or not fully paid the previous invoice to the user.

Article 7. Retention of title

- a. All goods delivered by the User in the context of the agreement remain the property of the User until the Other Party has properly fulfilled all obligations under the agreement(s) concluded with the User.
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- b. Goods supplied by the User, which are subject to retention of title pursuant to paragraph 1, may not be resold and may never be used as a means of payment. The other party is not

authorized to pledge or encumber in any other way the items falling under the retention of title.

c. The Other Party must always do everything that can reasonably be expected of it to safeguard the User's ownership rights.

d. If third parties seize the goods delivered under retention of title or wish to establish or enforce rights thereon, the Other Party is obliged to immediately inform the User of this.

e. The Other Party undertakes to insure the goods delivered under retention of title and to keep them insured against fire, explosion and water damage as well as against theft and to make the policy of this insurance available to the User for inspection upon first request. In the event of any insurance payment, the User is entitled to these payments. To the extent necessary, the Other Party undertakes in advance to the User to cooperate in everything that may (prove to) be necessary or desirable in that context.

f. In the event that the User wishes to exercise his ownership rights referred to in this article, the Other Party gives unconditional and irrevocable permission in advance to the User and third parties to be designated by the User to enter all places where the User's property is located and to take back those items.

Article 8. Liability

a. If the User is liable, this liability is limited to what is regulated in this provision.

b. The User is not liable for damage of any nature whatsoever caused by the fact that the User relied on incorrect and/or incomplete information provided by or on behalf of the Other Party.

c. User is only liable for direct damage.

d. Direct damage is exclusively understood to mean:

- the reasonable costs of determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these conditions;

- any reasonable costs incurred to ensure that the User's defective performance complies with the agreement, or insofar as these can be attributed to the User;

- reasonable costs incurred to prevent or limit damage, insofar as the Other Party demonstrates that these costs have led to limitation of direct damage as referred to in these general terms and conditions.

a. The User is never liable for damage caused by a product sold by the User if this product has been installed, removed, installed, etc. improperly by a third party, not at the user's expense.

b. The user is never liable for indirect damage, including consequential damage, lost profits, missed savings and damage due to business or other stagnation. In the case of consumer purchases, this limitation does not extend beyond that permitted under Article 7:24 paragraph 2 of the Dutch Civil Code.

c. If the User is liable for any damage, then the liability of User is limited to a maximum of three times the invoice value of the order, at least to that part of the order to which the liability relates.

d. The User's liability is in any case always limited to the amount of the payment insurer where applicable.

Article 9. Limitation period

- a. Notwithstanding the statutory limitation periods, the limitation period for all claims and defenses against the User and third parties involved by the User in the execution of an agreement is one year.

- b. The provisions of paragraph 1 do not apply to legal claims and defenses that are based on facts that would justify the assertion that the delivered item does not comply with the agreement. Such claims and defenses expire two years after the Other Party has notified the User of such non-conformity.

Article 10. Applicable law

- a. All legal relationships to which the User is a party are exclusively governed by Dutch law applies, even if an obligation is fully or partially performed abroad or if the party involved in the legal relationship lives abroad. The applicability of the Vienna Sales Convention is excluded.

- b. Parties will first appeal to the Dutch court after they have exhausted their efforts every effort to settle a dispute by mutual agreement.

Article 11. Location and changes to general terms and conditions

- a. These general terms and conditions can be obtained from Autodemontageb.dreef R. Poeste at the visiting address Oostoeverweg 14, 1786 PS Den Helder and on the website <https://www.poesteautos.nl>

- b. The latest version of the general terms and conditions applies to new quotations, offers and contracts. The general terms and conditions as provided at the time apply to quotations and offers already made or contracts concluded.