

# General terms and conditions Autoparts Veghel

## Article 1. Applicability

- 1.1 These general conditions apply to all articles and/or services provided by Autoparts Veghel to its customers.
- 1.2 Placing an order, or accepting an offer, implies your acceptance of these terms and conditions.
- 1.3 Any conditions of the customer only apply if confirmed in writing by Autoparts Veghel . In case of conflict, the provisions of the general conditions of Autoparts Veghel prevail.
- 1.4 Autoparts Veghel reserves the right to supplement and/or amend these general conditions.

## Article 2. Prices and payments

- 2.1 All articles and/or services offered by Autoparts Veghel on this site are in euros and inclusive of VAT.
- 2.2 All prices on the site are subject to printing and typesetting errors. No liability is accepted for the consequences of printing and typesetting errors.
- 2.3 Payments to Autoparts Veghel may be made in the following ways :
  - Payment by cash on delivery. (Shipping method where purchase amount including shipping costs must be paid to letter carrier)
  - •Payment by bank transfer via Ideal.
  - Payment through Paypal.
  - o ∘Pay in cash when picking up in Veghel.
- You can indicate the method of payment you wish to use while completing the order.

## Article 3. Shipping and transportation

- 3.1 Goods are shipped when the total purchase amount has been credited to the account of Autoparts Veghel. With the exception of payment by cash on delivery.
- 3.2 You can choose which transport you want. During the ordering process you can choose from the following options:
- Shipping with PostNL
- •Collection in Veghel
- • C.O.D. shipping (is shipping method where purchase amount including shipping costs must be paid to letter carrier).
- Someone must be present at the delivery address since payment must be made to the letter carrier. (Cash on delivery is only possible within the Netherlands)
- 3.3 Goods are shipped at the risk of Autoparts Veghel.
- 3.4 If the buyer has entered a wrong address, any additional costs are for the buyer.
- 3.5 Upon receipt of the order, the buyer must check the products for defects and/or discrepancies. The buyer must take slight color differences into account. (a.o. due to color deviations displayed by different PC monitors). If the items do not meet the agreement, you should contact Autoparts Veghel as soon as possible.

## Article 4. Delivery and delivery time

• 4.1 Orders will be shipped by Autoparts Veghel as soon as possible. If the goods are in stock, shipment will take place the same or the next working day.

• 4.2 At the time the product is not in stock, it will remain on backorder until one week after the expected delivery date. In this case Autoparts Veghel will contact the customer to discuss whether the backorder should remain or be cancelled.

## Article 5. Order cancellation

- 5.1 Cancellation of a placed order is possible within 12 hours. This is in connection with the fast delivery we strive for.
- 5.2 If you cancel the order after it has been sent to you, you must refuse the package upon delivery. If Autoparts Veghel has already received payment from you, we will refund the purchase price to you after proper receipt of the return. The shipping costs incurred will be deducted from this (only if you refuse the order at the door and let the delivery driver take it unopened).

## Article 6. Returns / cooling off period / warranty

- 6.1 It may happen that you wish to return an item. You can do this by letting us know within 14 days of receipt. Exceptions to this are specially assembled products and electrical parts. These cannot be returned.
- 6.2 To return an item, it must be in its original (undamaged) packaging and must be undamaged and/or unused. The return is at the risk and expense of the customer.
- 6.3 If the product has arrived with us in its original condition, we will refund the purchase price including the calculated shipping costs to your account as soon as possible. Shipping costs for the return are to be borne by the customer.
- 6.4 We cannot guarantee used parts. These parts have been disassembled from a car in working order. Should a part not work please contact us.

#### Article 7. Agreement

 7.1 An agreement between Autoparts Veghel and a customer is concluded after an order is placed by the customer.

### Article 8. Force Majeure

- 8.1 Autoparts Veghel is not liable if and insofar as its commitments cannot be fulfilled as a result of force majeure.
- 8.2 Force majeure means any foreign cause, as well as any circumstance, which reasonably should not be at its risk. Delay at, or failure to perform by our suppliers, internet disruptions, electricity disruptions, e-mail traffic disruptions and disruptions or changes in technology supplied by third parties, transport difficulties, strikes, government measures, delays in supply, negligence on the part of suppliers and/or manufacturers of Autoparts Veghel as well as auxiliary persons, sickness of staff, deficiencies in auxiliary or transport means are expressly considered force majeure.
- 8.3 Autoparts Veghel reserves the right to suspend its obligations in the event of force majeure and also has the right to terminate the agreement in full or in part, or to claim that the content of the agreement be changed in such a way that execution remains possible. In no case is Autoparts Veghel obliged to pay any penalty or compensation.
- 8.4 If Autoparts Veghel has already partly fulfilled its obligations when the force majeure occurs, or can only partly fulfil its obligations, it has the right to separately invoice the part already delivered or the deliverable part, as the case may be, and the buyer is obliged to pay this invoice as if it concerned a separate contract. However, this does not apply if the part already delivered and/or deliverable part has no independent value.

#### Article 9. Liability

9.1 Autoparts Veghel is not liable for damage to vehicles or other objects caused by improper use of the products. Products must be assembled by qualified personnel.

#### Article 10. Complaints

• We recommend that you first report complaints to us by emailing webshop@autopartsveghel.nl. If this does not lead to a solution, it is possible to submit your dispute for mediation through Stichting WebwinkelKeur. It is also possible for consumers in the EU to report complaints via the ODR platform of the European Commission. This ODR platform can be found at http://ec.europa.eu/odr. If your complaint is not already being handled elsewhere, you are free to file your complaint through the platform of the European Union.

#### Article 11. Disclaimer

 Much attention and care has been given to the content of this website. All information is made available by Autoparts Veghel. Despite the constant care and attention we give to the composition of this website, it is possible that the information published here is incomplete or incorrect. No rights can be derived from this information. If the information provided on this site has shortcomings or errors, we will make every effort to correct it as soon as possible. We cannot be held liable for direct or indirect damages resulting from the use of the site or from the information made available on or through the site.

#### Article 12. Privacy

 Autoparts Veghel respects the privacy of all users of its site and ensures that the personal information you provide is treated confidentially. We use your information only to process orders as quickly and easily as possible. For other matters, we will use this information only with your permission. We appreciate your trust in us and will handle your data with care.