

Terms and Conditions

Our general and delivery conditions

These general terms and conditions have also been filed with the Chamber of Commerce under number

Article 1: Applicability

1.1

The conditions below are part of all legal relationships in which we are a party, in particular but not limited to agreements to it selling and/or supplying used, reconditioned and new vehicle parts, as well as agreements for the sale and/or delivery of used vehicles, with or without damage and/or the performance of such agreements.

1.2

We are a member of the Board of the Association of Interests

Car assembly sector STIBA, pursuant to Article 3 of the articles of association of the aforementioned association, and recognizable as such by the STIBA shield .

1.3

Deviations from and/or additions to these general terms and conditions are only binding on us insofar as we have established their validity in writing and expressly.

In the case of reference by the buyer to its own terms and conditions, the present terms and conditions, unless expressly agreed otherwise.

1.4

Our representatives may not deviate from these terms and conditions pursuant to express written power of attorney, for each agreement to be granted separately.

1.5

If the buyer is a legal entity, general partnership or limited liability company is a company, the person acting for it is considered to be personally as jointly and severally liable debtor, unless we have agreed in writing and expressly agree otherwise.

Article 2: Prices

2.1

Unless otherwise stated, all prices are of used parts and used

cars, excluding deduction or discount and including VAT. whether or not calculated via the VAT. margin scheme of the dismantling company.

Unless otherwise stated, all prices are for remanufactured and new parts excluding deduction or discount and excluding VAT.

2.2

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

2.3

Listing of prices, items offered for sale and specifications contained in general offers, such as catalogues, price lists and other printed matter without obligation. They do not bind us and the buyer cannot rely on them, unless otherwise agreed or indicated.

Article 3: Delivery

3.1

Delivery is made ex workshop, warehouse or store of our choice. On the buyer there is an obligation to purchase, unless we have no reasonable interest in this.

3.2

The risk of the thing sold is transferred when the goods are ready for delivery delivery or shipping.

3.3

The sold will be delivered immediately in the condition in which it is with it conclusion of the agreement.

3.4

Transport of parts by us is entirely at the expense and risk of the buyer place.

Article 4: Delivery term

4.1

Delivery times are determined by us in consultation and approximately. Delivery times can never be regarded as a deadline. The delivery time starts at oral and written order confirmation.

4.2

If the buyer does not within four weeks after we have informed the buyer that the purchased is ready for collection, collects the purchased, the agreement are dissolved without judicial intervention, unless we inform the buyer in writing request compliance.

Article 5: Payment

5.1

Unless otherwise agreed, payment is made in cash.

5.2

When purchasing on invoice, payment must be received within fourteen days after invoice date

5.3

If no or late or incomplete payment is made on the due date has taken place, the buyer will be affected, without notice of default or reminder being required is in default and is immediately due and payable on the overdue amount the statutory interest per month or part of a month, calculated from the due date.

5.4

In the case of paragraph 3 of this article, we have within the period of article 7:44 of the Dutch Civil Code the right to reclaim the purchased goods by means of an extrajudicial statement.

The sale is dissolved by this statement.

5.5

All costs, both judicial and extrajudicial - those of collection agencies, bailiffs, including lawyers - who are connected to the

enforcement of our rights against the purchaser shall be borne by the purchaser.
The extrajudicial collection costs amount to 15% of the principal sum with a minimum of € 45.38

5.6

The payment to be made by the other party must be made without deduction, suspension, set-off, set-off, by whatever name and for whatever reason, to occur. The other party therefore expressly waives these rights.

Article 6: Retention of title

6.1

As long as the buyer has not fully complied with what is owed to us under or in connection with delivery, goods already delivered remain the property from U.S.

6.2

The buyer is not entitled to goods delivered - as long as they have not been paid to deliver, loan, pledge or transfer ownership to third parties except insofar as this takes place in the normal course of business by the buyer.

6.3

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

Article 7: Shortcoming / Complaints

7.1

The buyer is obliged to accurately monitor deliveries after implementation shortcomings in the form of deviations from specifications and others observable shortcomings. Deficiencies identified must be reported to us within 8 days of discovery. This notification must be made in writing and be accompanied by a description of the identified shortcoming, stating the invoice and the invoice number. In order for the warranty to apply is the utmost notification date 3 or 6 months after the purchase in accordance with the conditions referred to in Article 12.4 specified warranty periods.

7.2

The buyer must enable us to check the identified shortcoming.

Failure to comply with the provisions of this paragraph will result in the loss of the right of the buyer to invoke the established shortcoming.

7.3

Insofar as the law permits, shortcomings in the delivered goods are the fault of the buyer no grounds for dissolution of the contract, unless we have repeated it attempts fail to satisfactorily remedy the deficiencies. In that case the buyer is authorized to dissolve the agreement if and insofar as maintenance cannot reasonably be expected of him.

7.4

The buyer must reimburse us for the costs of unfounded complaints.

7.5

An appeal to a shortcoming does not entitle the buyer to be to suspend payment obligations.

7.6

The provisions of this Article 7 apply with due observance of the provisions of Article 12.6 of these Terms.

Article 8: Force majeure

8.1

If we fail to comply with the obligation in whole or in part

towards the buyer, this failure cannot be attributed to us if we have the execution of the agreement is made more difficult resp. is made impossible due to a - foreseeable or unforeseeable - circumstance beyond our control located, such as, but not limited to:

- shortcomings by suppliers/transporters
- war, riot or similar situations;
- sabotage, boycott, strike or occupation
- machine damage
- theft from the warehouses
- business disturbances
- government measures
- bad weather
- lightning strike
- fire

8.2

If a situation occurs referred to in paragraph 1 of this article, we are not liable for any damage resulting therefrom for the buyer and we may, at our option, suspend or terminate the performance of our obligations. dissolve the agreement in whole or in part without judicial intervention without being obliged to pay any compensation.

Article 9: Use of the item

9.1

The buyer must use the delivered item in accordance with its nature and destination and with due observance of all legal requirements for use and, insofar as applicable application, instructions for use prescribed by us.

9.2

If the buyer does not receive the delivered item in accordance with paragraph 1 of this article certain uses and buyer holds us liable for damages suffered in connection with the use of the delivered item, the buyer must prove that damage has occurred is the result of a defect in the item delivered by us and not of use other than in accordance with paragraph 1 of this article.

9.3

Without prejudice to the provisions of article 10 and paragraph 2 of this article, we are never liable for personal injury if the buyer has acted contrary to the in paragraph 1 of this article. The buyer must indemnify us against claims from employees or other third parties, in particular customers, when they have no knowledge have taken of the provisions arising from paragraph 1 of this article operating instructions.

Article 10: Liability

10.1

For damage from or in connection with deliveries for which we are legally liable can be held applies, insofar as mandatory provisions do not otherwise imply that our liability does not exceed the invoice amount go.

10.2

Damage, insofar as consisting of lost profit or reduced yield and all other indirect damage or consequential damage, such as trading loss, damage to others vehicle parts or any compensation owed by the buyer to third parties or fine, is in no case eligible for compensation, except other mandatory provisions.

10.3

Under penalty of forfeiture of the right to compensation, all desired will be made to us cooperated in the investigation into the cause, nature and extent of the damage for which compensation is claimed.

10.4

Article 12.7 applies mutatis mutandis.

Article 11: Termination

11.1

Complete or partial dissolution of the agreement will only take place by a written statement from one of the persons entitled thereto. Before the buyer sends us a written statement of dissolution, the buyer shall at all times time must first give us written notice of default and give us a reasonable term to properly fulfill our obligations.

11.2

The buyer has no right to dissolve the agreement in whole or in part or to suspend his obligations, if he himself was already in default with the fulfillment of its obligations. For consumer buyers, this provision leaves their any authority to suspend on the basis of any legal provision unaffected.

11.3

If we agree to dissolution, without there being any default of our side, we are entitled to compensation for all financial loss, such as costs, lost profit and reasonable costs to determine damage and liability.

11.4

In the event of partial dissolution, the buyer cannot claim undoing of performances already performed by us and we have full right to payment for the services already performed by us without prejudice to the right from us to undo our performance and claim damages.

Article 12: Warranties

12.1

Except electronic parts come in for warranty qualify, sold and delivered used, refurbished and/or new vehicle parts, as well as accident-free used cars. Not covered by warranty (used) damaged cars sold and delivered qualify.

12.2

The buyer can only derive rights from a guarantee if he proves that he has the purchased business from us. This proof can be provided by submission to us of the relevant purchase agreement or invoice and, if applicable, the warranty card drawn up for this purpose. If it concerns a case that we have received from a brand or a registration number, the buyer can only derive rights from one warranty if the intended brand or registration number is used when invoking this warranty is undamaged.

12.3

Claims of the buyer under a warranty are not transferable to third parties.

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12.4

We guarantee the soundness and usability of the products supplied by us used vehicle parts, for three months after the purchase and by us delivered new and remanufactured parts, for six months after purchase, all under the conditions mentioned in this article. On supplied by us used damage-free cars are covered by a three-month warranty. The buyer has the right to claim defects during the aforementioned guarantee period to offer the delivered item to us for replacement or repair, at our discretion, all this with due observance of the other articles of

these general terms and conditions and in particular paragraph 6 of this article. If replacement or repair is not reasonably possible, we have the right to replace it invoice amount.

The guarantee on used damage-free cars is only given on the engine, the gearbox and steering box. We have the right to replace or repair to choose a replacement for the return of the car against reimbursement of the relevant invoice amount.

In the event of defectiveness of refurbished and new parts, we will also reimburse the installation and removal costs of the part in question up to a maximum of twice the invoice amount.

12.5

The item received by the buyer after repair/replacement is again covered by the warranty eligible.

12.6

The buyer cannot claim under warranty:

1. if the buyer has provided incorrect or insufficient information with regard to the brand and type designation of the purchased item and/or the vehicle for which the part is intended;
2. if the installation of the purchased item was faulty;
3. if the buyer carries out work, such as but not limited to repair, modified and dismantled the purchased item or has do;
4. if there is a question of installation or use for another purpose other than what the purchased item is for;
5. if it concerns installation in vehicles which deviate from the manufacturer's standard specifications;
6. if there is improper and/or incompetent use of the purchased or when using the vehicle in which the purchased is installed for purposes other than those for which the vehicle is installed normal traffic is used (speed tests, reliability tests, overload related to combination passenger car and trailer or caravan, etc.)
7. if acted in violation of any other provision of this general terms and conditions insofar as these are subject to forfeiture of rights are prescribed.

12.7

The buyer cannot derive any right to compensation from any guarantee nature whatsoever, except to the extent that we are required by law or applicable general terms and conditions are obliged to do so.

12.8

In individual cases we are prepared to deviate from the warranty conditions. We are only bound by deviating warranty provisions if we have agreed this in writing.

Article 13: Disputes

13.1

Dutch law applies exclusively to all transactions between us and the buyer application.

13.2

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

13.3

The complaints procedure is without prejudice to the buyer's appeal to the competent court.