

General Terms and Conditions APST

1. General

These general terms and conditions are used by APST. APST is the sole proprietorship of Ms. W.E. Vos, established in Heteren. The sole proprietorship is registered in the Trade Register of the Chamber of Commerce under number 71865403. This sole proprietorship will hereinafter be referred to as "APST."

2. Definitions

- **attached parts:** engine components not part of the bare engine block, such as compressor, particulate filter, injectors, fuel system, intake manifold, air circulation, injectors, turbos, and accessories;
- **customer:** the natural or legal person who enters into an agreement with APST;
- **APST:** the user of these general terms and conditions;
- **agreement:** the agreement of sale/purchase, contract for services, or any other agreement entered into by APST;
- **reconditioned engine:** a reconditioned bare engine block without attached parts.

3. Applicability

3.1 These general terms and conditions apply to every agreement concluded by APST as well as to all legal relationships arising therefrom or in connection therewith.

3.2 All provisions in these general terms and conditions are stipulated not only for the benefit of APST but also for the benefit of third parties engaged by APST in the execution of an agreement.

3.3 All offers and quotations, regardless of the form and by whom on behalf of APST, are non-binding and are made based on the prices and specifications applicable at the time of conclusion. Illustrations, drawings, capacity specifications, and further descriptions are as accurate as possible but are not binding on APST. Minor deviations are permissible. In case of interim model changes, APST has the right to make technically necessary changes to goods sold and/or services rendered without prior notice to the cus...

3.4 Oral promises or claims made by or on behalf of APST are only binding if confirmed in writing.

3.5 If no written agreement has been issued by APST, the written confirmation by APST, the delivery note, or the invoice shall serve as evidence of the existence and content of the agreement, subject to proof to the contrary.

3.6 The customer's general terms and conditions are not applicable and are hereby expressly rejected.

4. Formation of Agreement The agreement with the customer is established after written confirmation by APST in the form of a delivery note or invoice, or when APST begins execution of the agreement.

5. Execution of the Agreement

5.1 If proper execution of the agreement requires this, APST is entitled to have certain tasks performed by third parties.

5.2 The customer must ensure that all information, which APST indicates is necessary or which the customer should reasonably understand is necessary for execution, is provided to APST in a timely manner. If the required information is not timely provided, APST has the right to suspend execution and/or charge the customer for additional costs incurred due to the delay.

6. Delivery

6.1 Orders for reconditioned engines and parts will be processed as soon as possible, subject to availability.

6.2 The legal place of delivery is ex-warehouse, regardless of whether the customer pays the transportation or insurance costs. The risk also transfers to the customer at that point.

6.3 Agreed delivery times or completion periods are not strict deadlines. In case of delay, the customer must provide APST written notice of default and allow a reasonable term for compliance.

6.4 Reconditioned engines or parts ordered or delivered based on customer specification are not returnable unless under warranty. APST will decide if returns are accepted and/or if costs will be charged.

7. Retention of Title

7.1 Delivery is subject to retention of title. This applies to all payment claims due to customer's default and for work carried out by or on behalf of APST.

7.2 If payment is overdue or there is reason to believe payment will be overdue, APST may reclaim all goods that remain its property.

8. Inspection and Complaints

8.1 The customer must inspect delivered goods immediately upon delivery and report any defects in writing within fourteen days. Failure to do so confirms that the delivery complies with the agreement.

8.2 Complaints about invoices must be submitted in writing within the payment term or the right to complain expires.

8.3 Complaints do not suspend the payment obligation and do not entitle the customer to offset.

9. Prices

9.1 Quoted prices are calculated for delivery in Heteren and are exclusive of VAT and government-imposed levies.

9.2 Changes in labor or material costs that directly affect the delivery or performance may be passed on to the customer.

10. Payment

10.1 Unless otherwise agreed, invoicing occurs once delivery or service is completed, or the customer is in default. The payment term is eight days from the invoice date.

10.2 APST may require advance or partial payments for deliveries or services.

10.3 If the customer fails to pay on time, they are in default without a notice of default. A contractual interest of 1% per month applies.

10.4 If collection is necessary, all related costs, including administrative, extrajudicial, and legal expenses (e.g. bankruptcy applications), are charged to the customer. Extrajudicial costs are at least 15% of the unpaid amount, with a minimum of €125 excluding VAT.

11. Exchange Unless stated otherwise, the customer must return an old engine or parts in complete and disassembled condition within 14 days of delivery. If not, the surcharge for non-exchange will be charged.

12. Risk and Liability

12.1 Vehicles and other items containing the reconditioned engine or parts remain at the customer's risk, even if stored by APST. The customer indemnifies APST against third-party claims.

12.2 APST's liability is limited to the invoice amount (excluding VAT) or the agreed remuneration for services, if timely paid.

12.3 APST is not liable for consequential damages, including costs or damage related to removal or installation of engines or parts.

12.4 The above exclusions do not apply in case of intent or gross negligence by APST.

12.5 APST is not liable for defects in attached parts or resulting damages.

12.6 APST is also not liable for damages due to incorrect, careless, or unprofessional use by the customer or third parties.

13. Warranty

13.1 Unless stated otherwise, APST provides a 3-month product warranty for used engines and parts under normal use, excluding electrical components.

13.2 APST provides a 12-month product warranty on reconditioned bare engines under normal use, unless otherwise specified, excluding electrical components.

13.3 Attached parts are excluded from the warranty unless otherwise agreed.

13.4 The customer must prove compliance with APST's warranty conditions, including:

- Installing a new oil cooler;
- Testing and cleaning of turbo, injectors, and particulate filter;
- Thorough cleaning of attached parts (intake manifold/intercooler);
- Priming the engine with oil before starting and running it;
- Retaining the invoice as proof of oil and filter replacement after 1000 km.

Required documents:

- APST purchase invoice;
- Receipts and reports from the garage for parts and services mentioned;
- Proof of oil/filter replacement after 1000 km.

The warranty expires if more than 40,000 km is driven after delivery. APST will record the mileage.

13.5 Warranty is void if any repairs or modifications are made without written permission from APST.

14. Expiry All claims expire one year after the customer becomes or should reasonably have become aware of them and fails to initiate legal proceedings within that time.

15. Termination and Consequences

15.1 APST may terminate the agreement without court intervention if the customer goes bankrupt, applies for suspension of payment, enters debt restructuring, or loses control over their assets.

15.2 Upon termination, all claims become immediately due. The customer is liable for damages, including loss of profit and transport costs.

16. Governing Law and Disputes

16.1 Dutch law applies.

16.2 Disputes will be exclusively submitted to the District Court of Gelderland.