

# General

**Rocaparts**  
**Schotsbossenstraat 1D**  
**NL-4705 AE Roosendaal**

**Chamber of Commerce: 84020636**  
**VAT: NL003909986B53**

## 1. Applicability

1.1 These general terms and conditions apply to the conclusion by **ROCAPARTS** of agreements for the sale and/or delivery of used vehicle parts and to the execution of such agreements. These agreements for the sale and/or delivery of used vehicle parts are subject to the **ROCAPARTS** Warranty Conditions .

1.2 If the buyer is a legal person, general partnership or limited partnership, the person acting on its behalf is deemed to have personally committed himself as a jointly and severally liable debtor, unless **ROCAPARTS** expressly agrees otherwise in writing.

## 2. Prices

2.1 Unless otherwise indicated, all amounts are exclusive of deduction or discount and including VAT, whether or not breaking via the VAT margin scheme of **ROCAPARTS**

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

2.3 Prices are quoted for sale and specifications contained in general offers, such as catalogues, price lists and other printed matter. They do not bind **ROCAPARTS** and the buyer cannot rely on them, unless otherwise stated or indicated.

## 3. Delivery

3.1 Delivery is made from the workshop or warehouse. The buyer is subject to a purchase obligation.

3.2 The risk of the sold goods passes when the goods are ready for delivery or shipment.

3.3 The sold goods will be delivered on foot in the condition in which they are at the conclusion of the agreement.

3.4 Transport of parts by **ROCAPARTS** is entirely at the expense and risk of the buyer.

## 4. Delivery time

4.1 Delivery times are determined in consultation and approximately by **ROCAPARTS** . Delivery times can never be regarded as a deadline. The delivery time starts with – oral and written order confirmation.

4.2 In the event of late delivery, **ROCAPARTS** is not liable for damage suffered by the buyer due to late delivery, unless the buyer **ROCAPARTS**

has given written notice of default, whereby the buyer must grant **ROCAPARTS** a period of at least half of the original agreed delivery time in order to still meet its obligations.

4.3 To the extent permitted by law, an agreement cannot be dissolved by the buyer due to exceeding the deadline, unless the period mentioned in the end of paragraph 2 of this article has expired and the buyer cannot be required to maintain the agreement.

4.4 If the buyer does not have the buyer within four weeks after **ROCAPARTS** has informed that the purchased item is ready for collection, the purchased item will be dissolved, the contract will be dissolved without judicial intervention, unless **ROCAPARTS** informs the buyer in writing that it requires compliance.

## 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 of the invoice date.

5.3 If no or late or incomplete payment has been made on the due date, the buyer shall, without the need for notice of default or reminder, become in payment and immediately due and payable the statutory interest per month or part of a month, calculated from the due date, on the overdue amount.

5.4 In the event of paragraph 3 of this article, **ROCAPARTS** has the right to reclaim the purchased goods by means of an extrajudicial declaration within the period of Article 7:44 of the Dutch Civil Code. By that statement, the purchase is dissolved.

5.5 All costs, both judicial and extrajudicial - those of debt collection agencies, bailiffs, lawyers included - that are associated with the enforcement of **rocaparts'** rights vis-à-vis the buyer, shall be borne by the buyer. The extrajudicial collection costs are calculated in accordance with the collection rate of the Dutch Bar Association for incassos with a minimum of € 50.00.

## 6. Retention of title

6.1 As long as the buyer has not fully complied with what is owed to **ROCAPARTS** by virtue of or in connection with delivery, goods already delivered remain the property of **ROCAPARTS**.

6.2 The buyer is not entitled to deliver delivered goods – as long as they have not been paid – to third parties, to give them on loan, to pledge them or to transfer ownership.

6.3 The buyer bears the risk for unpaid goods with regard to all damage, direct and indirect, that will be caused to it by himself or any other.

## 7. Shortcomings/complaints

7.1 The Buyer is obliged to make deliveries after execution accurately for any shortcomings in the form of deviations from specifications and other observable deficiencies supervise. Detected deficiencies must be given to **FO-CUS AUTO WITHIN 8 DAYS OF DISCOVERY PARTS B.V.** to be reported. This notification must be made in writing and be accompanied by a description of the deficiency found, stating the invoice and the invoice number. In order to comply with the Warranty Conditions of **ROCAPARTS** is to be applied, the notification deadline is 1 month after the purchase (in accordance with Article 4 Warranty Conditions **ROCAPARTS**).

7.2 The buyer must enable **ROCAPARTS** to check the detected shortcoming. Failure to comply with the provisions of this article paragraph shall result in the buyer's right to invoke shortcomings which he could reasonably have discovered by careful inspection within the aforementioned period.

7.3 To the extent permitted by law, shortcomings in the delivered goods do not give the buyer grounds for dissolution of the agreement, unless it concerns a shortcoming referred to in paragraph 2 of this article and **ROCAPARTS** fails after repeated attempts to remedy the contract acceptably. In that case, the buyer is entitled to dissolve the agreement if and insofar as maintenance cannot reasonably be required of him.

7.4 The buyer must reimburse **ROCAPARTS** for the costs of unfounded complaints. 7.5 To the extent permitted by law, an appeal to shortcoming does not entitle the buyer to suspend his payment obligation.

7.6 The provisions of this article 7 apply in accordance with the provisions of article 7 of the Guarantee Conditions of **ROCAPARTS**.

## 8. Force majeure

8.1 If **ROCAPARTS** fails in whole or in part to fulfil its obligation towards the buyer, this failure cannot be attributed to **ROCAPARTS** if **ROCAPARTS** makes the execution of the agreement more difficult or impossible by a –whether or not

unforeseeable circumstance beyond the control of **ROCAPARTS**, such as, but not limited to:

- shortcomings by suppliers/transporters;
- war, riot or similar situations;
- sabotage, boycott, strike or occupation;
- machineschade;
- theft from the warehouses;
- bedrijfsstoornissen;
- government measures;
- bad weather; -Lightning; -fire.

8.2 If a situation arises referred to in paragraph 1 of this article, **ROCAPARTS** is, insofar as the law allows, not liable for any resulting damage for the buyer and **ROCAPARTS** can, at its own discretion, perform its

suspend obligations or dissolve the agreement in whole or in part without judicial intervention without being obliged to pay any compensation.

## 9. Use of the case

9.1 The Buyer must use the delivered goods in accordance with their nature and destination and in compliance with all legal instructions for use and, where applicable, instructions for use prescribed by **ROCAPARTS**.

9.2 If the buyer does not use the yellow goods in accordance with the provisions of paragraph 1 of this article and the buyer holds **ROCAPARTS** liable for damage suffered in connection with the use of the delivered item, the buyer must prove that damage is the result of a defect in the item delivered by **ROCAPARTS** and not of the 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, **ROCAPARTS** is never liable for personal injury if the buyer has handled in violation of the paragraph 1 of this Article. The Buyer must, insofar as permitted by law, indemnify **ROCAPARTS** against claims from employees or other third parties, in particular customers, if they have not taken note of the instructions for use resulting from paragraph 1 of this article.

## 10. Liability

10.1 For damage from or in connection with deliveries for which **ROCAPARTS** can be held legally liable, insofar as mandatory legal provisions do not entail otherwise, the liability of **ROCAPARTS** does not exceed the invoice amount.

10.2 Damage, insofar as it consists of lost profit or reduced revenue and all other indirect damage or consequential damage, such as business loss or any compensation or fine owed by the buyer to third parties, is in no case eligible for compensation, unless otherwise mandatory provisions.

10.3 Except insofar as **ROCAPARTS** is subject to any liability under section 3 of Title 3 of Book 6 of the Dutch Civil Code and insofar as the law allows this, the buyer indemnifies **ROCAPARTS** against claims for whatever reason from third parties, who claim damage to

have suffered as a result of the purchased or any act or omission of **ROCAPARTS** in the context of the execution of the agreement, unless the buyer demonstrates that **ROCAPARTS** is liable in relation to the buyer and must compensate the buyer for this damage.

10.4 Under penalty of forfeiture of the right to compensation, **ROCAPARTS** will all wish to cooperate in the investigation of the cause, nature and extent of the damage for which compensation is claimed.

10.5 Article 8 of the Warranty Conditions applies mutatis mutandis.

## 11. Dissolution

11.1 Total or partial dissolution of the agreement takes place by means of a written statement from one of the persons entitled to do so. Before the buyer receives a written

dissolution declaration to **ROCAPARTS** , the buyer must at all times first give **ROCAPARTS** written notice of default and grant it a reasonable period of time to properly fulfill obligations.

11.2 The buyer has no right to withdraw from the contract in whole or in part or to suspend his obligation if he himself was already in default of fulfilling his obligations. For consumer buyers, this provision is without prejudice to their possible power to suspend under any legal provision.

11.3 If **ROCAPARTS** agrees to dissolution, without there being any default on its part, it is entitled to compensation for all financial damage such as costs, loss of profit and reasonable costs for determining damage and liability.

11.4 In the event of partial dissolution, the buyer cannot, insofar as permitted by law, claim cancellation of services already performed by **ROCAPARTS** and **ROCAPARTS** is fully entitled to payment for the services already performed by **ROCAPARTS**, without prejudice to **ROCAPARTS'** right to undo its services and to claim compensation.

## 12. Disputes

12.1 All transactions between **ROCAPARTS** and the buyer are exclusively governed by Dutch law.

12.2 All disputes arising from agreements with **ROCAPARTS** will initially be submitted to the complaints committee. This committee decides according to the complaints regulations.

12.3 The client procedure does not affect the buyer's appeal to the competent court.

# Warranty conditions

## ROCAPARTS

1.1 With the exception of electronic parts, used vehicle parts that have been sold and delivered to the buyers are eligible for the warranty.

1.2 The buyer can only derive rights from a guarantee by submitting the relevant purchase agreement or invoice and, if applicable, a warranty card drawn up in this regard. If it concerns a item that bears a registration number or brand or registration number, the buyer can only derive rights from a warranty if, when invoking this warranty, the said brand or registration number is intact.

1.3 Claims by the buyer under a warranty are not transferable to third parties. 1.4 The warranty is granted for a period of one month from the date on which the item is delivered to the buyer. If, within the warranty period, normal use

show defects in the item, the buyer has the right to offer the delivered item to **ROCAPARTS** for replacement or repair, in accordance with article 8 of the applicable General Terms and Conditions.

1.5 The transport to and from **ROCAPARTS** of the item offered for repair or replacement is at the expense of **ROCAPARTS**. In the event of an incorrect order and/or if the item offered for repair or replacement is not eligible for warranty on the basis of these warranty conditions, the transport of the item to and from **ROCAPARTS** shall be at the expense of the buyer.

1.6 **ROCAPARTS** undertakes, in case of compliance with Article 4 of these Warranty Conditions and Article 8 of the General Terms and Conditions, the item offered for repair/replacement within a

reasonable time to repair, replace or refund the purchase price in cash.

1.7 These Warranty Conditions apply to the item received by the buyer after repair/replacement.

1.8 The buyer cannot claim warranty:

- a. if the buyer has provided incorrect or insufficient information regarding the make and type of designation of the purchased item and/or the vehicle for which the part is intended;
- b. if the buyer has carried out work, such as but not limited to repair, modification and disassembly, on the purchased goods or has had them carried out;
- c. if there is defective and/or incompetent installation/use of the purchased item or when using the vehicle in which the purchased item is incorporated for purposes other than those for which the vehicle is used in normal traffic (speed tests, reliability tests, excessive loads in connection with the combination of passenger car and trailer or caravan, etc.)
- d. if it has been violated in violation of any other provision of the applicable General Terms and Conditions or Warranty Conditions, insofar as these are prescribed under penalty of forfeiture of rights.
- e. Unless otherwise stated on the invoice, **ROCAPARTS** gives a 3-month warranty on the engine and/or gearbox with less than seventy-five thousand kilometers.
- f. Warranty on engines and/or gearboxes only applies if demonstrably oil and/or toothed belt and/or filters have been renewed.
- g. distribution and head gasket damage are out of warranty.
- h. work and/or parts that relate to the installation and/or warranty of delivered parts are not at the expense of **ROCAPARTS**.
- i. if the payment term is exceeded, **ROCAPARTS** will charge 3% interest monthly for this.
- j. With complaints and / or tips you can contact the sales department, for this you can be sent a question form.

1.9 The buyer cannot derive any right to compensation of any kind from a guarantee

also, except insofar as **ROCAPARTS** is obliged to do so on the basis of the applicable General Terms and Conditions.

2.0 **ROCAPARTS** has the right to deviate from these Warranty Conditions if the buyer has been expressly informed of this before the conclusion of the purchase agreement and the deviating provisions have been laid down between **ROCAPARTS** and the buyer.

## Retourvoorwaarden

1.1 Up to 14 days after receiving an order, you are entitled to a cooling-off period. During this period you have the option to dissolve the agreement without giving reasons. You can terminate an agreement by informing **ROCAPARTS** in writing or by telephone within 14 days of receipt of the last product delivered on the order that you want to return one or more products from the relevant order.

1.2 Within 14 days after this telephone or written contact with **ROCAPARTS**, you must return the relevant product(s) to **ROCAPARTS**. During the cooling-off period, you must handle the product and packaging with care. You will only unpack the product to the extent necessary to assess whether you wish to keep the product.

1.3 If you exercise your right of withdrawal, you will send the product with all delivered accessories and - if reasonably possible - in the original condition and packaging to **ROCAPARTS**. **ROCAPARTS** reserves the right to charge costs if the product is damaged by use.

1.4 If shipment, on request, is made with an extra service, such as 'express delivery', the costs of that extra service will not be reimbursed.

1.5 Return costs are at the expense of the buyer.

**ROOSENDAAL , January 2023**