

General terms and conditions Autodemontage De Nollen,

1.1 These general terms and conditions apply to every offer from the entrepreneur and to every distance contract and orders between entrepreneur and consumer and / or business customer. These general terms and conditions can be amended or supplemented by the entrepreneur at any time as required. Additional Terms may apply to certain offers, products or services

1.2 Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer and / or business customer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general terms and conditions can be viewed at the entrepreneur and that they will be sent free of charge as soon as possible at the request of the consumer and / or business customer.

1.3 If one or more provisions in these general terms and conditions are at any time wholly or partially null and void or destroyed, then the agreement and these terms and conditions will remain in force and the relevant provision will be replaced immediately in mutual consultation by a provision that the the scope of the original as closely as possible.

1.4 Situations that are not regulated in these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.

1.5 Uncertainties about the interpretation or content of one or more provisions of our terms and conditions should be explained 'in the spirit' of these general terms and conditions.

The offer

1.6 The offer is without obligation. The entrepreneur is entitled to change, adjust and cancel the offer.

1.7 With each part that is offered are clear photos of the condition of the part, this is therefore not invalidated, the responsibility lies with the buyer for checking the photos.

1.8 Each offer contains such information that it is clear to the consumer and / or business customer what rights and obligations are attached to accepting the offer. This concerns in particular

the price is shown inclusive of taxes or indicated as a margin;

the shipping costs of the part,

the way in which the agreement will be concluded and which actions are required for this whether or not the right of withdrawal applies

the method of payment, delivery and implementation of the agreement;

the term for accepting the offer, or the term within which the entrepreneur guarantees the price .

the level of the rate for distance communication if the costs of using the technique for distance communication are calculated on a basis other than the regular basic rate for the means of communication used.

whether the agreement will be archived after it has been concluded, and if so, how it can be consulted by the consumer and / or business customer.

the way in which the consumer and / or business customer, before concluding the agreement, can check the information provided by him under the agreement and, if desired, restore it.

the codes of conduct to which the entrepreneur is subject and the way in which the consumer and / or business customer can consult these codes of conduct electronically; and the minimum duration of the distance contract in the event of an extended transaction.

The agreement

Article 5 - The agreement

The agreement is concluded, subject to the provisions of paragraph 4, at the time of acceptance by the consumer and / or business customer of the offer and compliance with the corresponding conditions.

If the consumer and / or business customer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer and / or business customer can dissolve the agreement.

If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and he will ensure a safe web environment. If the consumer and / or business customer can pay electronically, the entrepreneur will observe appropriate security measures.

The entrepreneur can - within legal frameworks - inform himself whether the consumer and / or business customer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request , stating reasons, or to attach special conditions to the implementation .

The entrepreneur will make the following information available to the consumer and / or business customer with the product or service , in writing or in such a way that it can be stored by the consumer and / or business customer in an accessible manner on a durable medium.

the visiting address of the establishment of the entrepreneur where the consumer and / or business customer can go with

complaints

the conditions under which and the way in which the consumer can

make use of the right of withdrawal , or a clear statement regarding the exclusion of the right of withdrawal.

information about guarantees and existing after-sales service;

the information included in article 4 paragraph 3 of these terms and conditions, unless the entrepreneur has already provided this information

to the consumer and / or business customer before the execution of the agreement.

Each agreement is entered into under the suspensive conditions of sufficient availability of the products concerned.

Article 6 - Right of withdrawal

Upon delivery of products:

The right of withdrawal only applies to sales transactions (distance selling) between the entrepreneur and the consumer

1.1 No warranty is given on electronic parts.

1.2 When purchasing products, the consumer agrees to the general terms and conditions and is responsible for reading them.

1.3 If a product is delivered and it is defective, it will be exchanged free of charge by a properly working part, only if we cannot deliver this money will be returned.

1.3 If you order a part with article numbers and this appears to have been ordered incorrectly, the Responsibility for the buyer to check the numbers properly, no money will be given back on this, but a voucher

1.4 If you order a part which afterwards turns out not to be the problem, it will be returned and you will receive a voucher. Shipping costs will not be reimbursed and an amount of 15% will be withheld due to work costs incurred.

1.5 If you return a part, it must be accompanied by an invoice, otherwise it can not be processed.

delivery term

1.1 are only shipped by DHL PARCEL unless otherwise agreed

1.2 Car dismantling De Nollen sends the products via DHL parcel after payment all our parts

1.3 Autodemontage De Nollen strives to deliver the products the next day.

1.4 We are not liable if the delivery time is compromised by a third party

1.5 If there is damage to the package, it must be taken in cash with the sender provided with photos, we will arrange this with the transport company.

1.6 In case of late delivery, car dismantling is not liable.

Payment

1.1 All products purchased by the consumer and / or business customer must be paid in advance or upon delivery of the product.

1.2 All costs, both judicial and extrajudicial, of icaaso agencies, including bailiffs, lawyers who pay for car dismantling, are for 1.3 Payment can be made by ideal or bank transfer.the account of the buyer.

Article 13 - Shipping

costs part (s).

Deviating and / or additional shipping costs can be charged with your order. The sales employees of Van Gils Automotive will go through deviating or additional shipping costs with you and will be charged with your order.Shipping costs are automatically calculated with your order of the purchased item

In the case of parts heavier than 20 (twenty) kilos, parts larger than the size with the length of 120 (one hundred and twenty) cm x width 60 (sixty) cm x height 50 (fifty) cm, parts that will be pallet, parts that are sent fragile and in an alternative way , for example glass and sheet metal, the extra shipping costs will be charged to you on a subsequent calculation basis.

Article 14 - Liability

The Entrepreneur is only liable towards the consumer and / or business customer for damage that is the foreseeable and direct result of an attributable shortcoming on the part of the

Entrepreneur in the performance of his obligations under the agreement between him and the consumer

and / or business customer. Any form of consequential or indirect damage is excluded from compensation.

This includes, among other things: trading loss, delay damage (other than statutory interest)

damage due to depreciation, loss of enjoyment, loss of profit, or loss suffered, damage in

connection with costs for towing or replacement transport or rental and lease costs, damage due to

extra transport costs, damage to (goods of) third parties, cargo damage, damage due to violation of patents, licenses or other rights of third parties as a result of the use of data provided by or on behalf of the

consumer and / or business customer, or damage or loss, for whatever reason,

of raw materials, semi-finished products made available by the consumer and / or business customer ,

models, tools and other items, as well as personal or immaterial damage.

Insofar as the Entrepreneur is obliged to compensate damage under the provisions of paragraph 1 above

it only concerns damage for which he is

insured or should

reasonably have been insured , on the understanding that never a higher than the maximum insured or reasonably to be insured amount. is eligible for reimbursement. The purpose of the provisions here is

to establish a damage ceiling.

With regard to the condition of the work and / or goods delivered by the Entrepreneur, his

liability towards the consumer and / or business customer does not extend further than described in the

warranty conditions, as determined in Article 14. The consumer and / or business customer does not come the rights

that the law

grants the consumer and / or business customer not acting in the exercise of a profession or business on that basis, such as the right under Book 7 of the Dutch Civil Code that the case

complies with the agreement on delivery .

Any other claim for damages, for whatever reason, is excluded.

Consumer and / or business customer indemnifies Entrepreneur against all claims from third parties, unless Entrepreneur is liable according to this article.

Our liability is limited to deliveries of goods within mainland Europe. Any claim for compensation in connection with a (on) delivery to a non-European country or an overseas territory of a European country is excluded.

Article 15 - Force majeure

In the event that the performance of an agreement becomes difficult or impossible for the Entrepreneur as a result of force majeure , he is entitled to dissolve the agreement, insofar as it has not yet been performed, by means of a written statement, informing the consumer and / or business customer of the circumstances that make further implementation difficult or impossible

Force majeure within the meaning of these terms and conditions includes, but is not limited to, war or a similar situation, riots, sabotage; fire, lightning strike, explosion, release of hazardous substances or gases; failure in the energy supply, factory or operational failure of any kind; boycott, occupation, blockade insofar as performed by

employees other than employees employed by the Entrepreneur

transport barriers, loss of frost, import and export bans;

non-attributable shortcoming (s) of third parties,

engaged by the Entrepreneur for the implementation of the agreement;

all obstacles caused by government measures;

epidemics;

theft, embezzlement or damage to goods from the warehouse, workshop or other business premises of the

Entrepreneur, or during transport;

as well as any (other) circumstance as a result of which the normal course of business of the Entrepreneur is

obstructed, as a result of which the performance of the agreement cannot reasonably

be expected of the Entrepreneur. The provisions of this paragraph also apply if these circumstances

concern suppliers of the Entrepreneur and other third parties engaged by him.

If a force majeure situation occurs on the part of the Entrepreneur, he will inform the consumer and / or

business customer of this as soon as possible, stating whether delivery is still possible

and, if so, within what period.

If delivery has not become permanently impossible as a result of force majeure, but cannot still take place within

a period of 3 months after the agreed delivery date, both parties are

entitled to dissolve the agreement by

notifying the other party in writing , without the one party is entitled to compensation against the other

party. One

such notification must be made within one week of the (receiving) communication as referred to in paragraph 3 above.

Article 16 - Complaints procedure

The entrepreneur has a well-publicized complaints procedure and handles the complaint in accordance with this complaints procedure

Complaints about the implementation of the agreement must be fully and clearly described and submitted in writing to the entrepreneur within 14 days after delivery

Complaints submitted to the entrepreneur will be

answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time,

the entrepreneur will reply within 14 days with a confirmation of receipt and an indication when the consumer and / or business customer can expect a more detailed answer.

If the complaint cannot be resolved by mutual agreement, a dispute arises that is subject to the dispute settlement procedure.

Article 18 - Additional or deviating provisions Additional or deviating provisions

from these general terms and conditions may not be to the detriment of the consumer and / or business customer and must be recorded in writing or in such a way that they can be used by the consumer and / or business customer. can be stored in an accessible manner on a durable data carrier.

