



## **INTERNAL REGULATIONS - ANNEX C:**

### **GENERAL CONDITIONS OF SALE AND DELIVERY**

#### **1. Applicability**

1.1 These general terms and conditions apply to the conclusion by Auto Demontage company Otte members of agreements to sell and/or supply used vehicle parts and to the performance of such agreements. These agreements sale and/or delivery of used vehicle parts are subject to the Auto Demontage company Otte Otte Warranty Terms and Conditions apply to these agreements to sell and/or deliver used vehicle parts.

1.2 Auto dismantling company Otte members are those companies which have been granted membership by the Board of

STIBA pursuant to Article 3 of the Articles of Association of said Association and which can be recognised by the

can be recognised by the Otte car dismantling company shield. The Auto dismantling company company Otte members can be found on the website of Auto Demontage company Otte.

1.3 Deviations from and/or additions to these general terms and conditions bind the Auto dismantling company

Otte company only insofar as it has expressly laid down the validity thereof in writing.

established. If the buyer refers to its own conditions, the present conditions shall apply exclusively, unless expressly agreed otherwise.

these terms and conditions, unless expressly agreed otherwise.

#### **2. Agreement**

2.1 If the contract is entered into in writing or electronically, it comes into on the day the contract is signed by the Auto dismantling company Otte member, respectively on the day of dispatch of the written or electronic order confirmation by the

order confirmation by the Auto dismantling company Otte member.

2.2 Oral promises by and agreements with subordinates of the Auto dismantling company company Otte member do not bind the Auto dismantling company Otte member except after and insofar as they have been confirmed by Auto dismantling company Otte member have confirmed them in writing or electronically.

### **3. Prices**

3.1 Unless otherwise indicated, all amounts are exclusive of any deduction or discount and inclusive of VAT, whether or not

whether or not calculated via the VAT margin scheme of the dismantling company.

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

3.3 Statements of prices, of goods offered for sale and of specifications contained in general offers are without obligation. They bind the Auto Demontage company Otte member and the buyer cannot rely on them, unless otherwise agreed or indicated.

### **4. Delivery**

4.1 Delivery takes place ex workshop, warehouse or shop at the discretion of the Auto dismantling company

company Otte member. The buyer is obliged to accept delivery, unless the STIBA member has no reasonable interest in doing so.

has any reasonable interest in doing so.

4.2 As soon as the goods are ready for delivery or shipment, the buyer bears the risk for all direct and indirect damage which may be caused to or by the good, except in so far as to gross negligence of the Auto dismantling company Otte member. If the buyer after If the buyer remains in default of acceptance of the case after notice of default, the Auto dismantling company Otte

Otte member shall be entitled to dissolve the agreement without judicial intervention and to charge the

costs of storage of the item to the buyer.

Rules of procedure A.D.O. approved at the ALV on 8 May 2012<sup>4.3</sup> The sold item will be delivered on foot in the state in which it is at the time of concluding of the agreement.

4.4 Transport and dispatch of sold items by the Auto Demontage company Otte member takes place

entirely at the expense and risk of the buyer.

## **5. Delivery time**

5.1 Delivery times are determined in consultation and approximately by the Otte Auto dismantling company.

established. Delivery times should never be regarded as strict deadlines. The delivery period commences with

verbal and written order confirmation.

5.2 In case of late delivery, Auto dismantling company Otte is not liable for

damage suffered by the buyer due to late delivery, unless the buyer has given Auto dismantling company

company Otte-member in default in writing, whereby the buyer has given the Auto dismantling company Otte-member

Otte member a period of at least half of the originally agreed delivery time to still meet its delivery time to still fulfil its obligations.

5.3 To the extent permitted by law, a contract cannot be dissolved by the buyer on account of

5.3 To the extent permitted by law, an agreement cannot be dissolved by the buyer on account of exceeding the term, unless the term mentioned in the end of paragraph 2 of this

Article has expired and the Buyer cannot be required to maintain the agreement.

demand.

## **6. Payment**

6.1 Unless otherwise agreed, payment shall be made in cash. In case of distance selling, the Auto Dismantling company Otte member can offer the buyer various payment options, including Ideal, PayPal and credit cards in a secure environment and the possibility of a single direct debit.

Bank details of the buyer will not be stored by Auto dismantling company Otte member.

stored. The buyer is aware that payment via the internet may involve risks.

Payments via the internet are at the buyer's own risk. Auto dismantling company Otte member is not liable

6.2 When purchasing on invoice, payment must be received within fourteen days of the invoice date.

6.3 If on the due date payment has not been made, or has not been made on time or in full, the

has not been made by the due date, the buyer shall be in default, without notice of default or warning being required

and he shall immediately owe the statutory interest on the overdue amount per month

or part of a month, calculated from the due date.

6.4 In the case of paragraph 3 of this article, the Auto Demontage company Otte member has the right, within the period

of Article 7:44 of the Dutch Civil Code, the right to reclaim the purchased goods by means of an extrajudicial declaration.

reclaim. By such declaration, the purchase is dissolved.

6.5 All costs, both judicial and extrajudicial -those of collection agencies,

bailiffs, lawyers, etc., which the Auto dismantling company Otte has to pay to enforce its rights.

associated with the enforcement of its rights vis-à-vis the buyer, shall be borne by the buyer.

buyer. The extrajudicial collection costs shall be calculated in accordance with the collection rate

of the Netherlands Bar Association on debt collection with a minimum of €50.00.

Internal regulations A.D.O. approved at the ALV on 8 May 20127. Retention of title

## **7. Retention of title**

7.1 As long as the buyer has not fully complied with the obligations towards the Auto dismantling company

Otte member on account of or in connection with delivery, goods already delivered will remain

property of Auto dismantling company Otte member.

7.2 The buyer is not entitled - as long as the delivered goods have not been paid for - to redeliver to third parties, lend them on

lend, pledge or transfer ownership to third parties.

7.3 The buyer bears the risk for unpaid goods with regard to all damages, direct and

indirect, which may be caused to them by himself or any other person.

## **8. Shortcomings/complaints**

8.1 The buyer is obliged to check deliveries carefully for any shortcomings in the form of form of deviations from specifications and other observable shortcomings.

check. Any shortcomings discovered must be reported to the

after delivery of the goods to the Auto dismantling company Otte member. This report

must be in writing and accompanied by a description of the observed shortcoming, stating the invoice.

shortcoming, stating the invoice and the invoice number.

8.2 The buyer must give the Auto dismantling company Otte member the opportunity to check the detected shortcoming.

shortcoming. Failure to comply with the provisions of this article member will result in forfeiture of the

right of the buyer to invoke shortcomings that he reasonably would have had in the event of a meticulous

inspection within the aforementioned period.

8.3 The buyer must reimburse the Auto Demontage company Otte member for the costs of unfounded complaints.

reimbursement.

8.4 The provisions of this Article 8 apply subject to the provisions of Article 8 of the Warranty conditions of Auto dismantling company Otte.

## **9. Force majeure**

9.1 If the Auto dismantling company Otte member fails, in full or in part, to fulfil its

of the obligation towards the buyer, this failure cannot be attributed to the Auto dismantling company Otte member if the implementation of the

contract is made difficult or impossible by any circumstance - whether or not foreseeable

foreseeable circumstance beyond the control of the Auto dismantling company Otte member is

located, such as, but not limited to:

- failure by suppliers/transporters; - war, riot or similar

situations;

- sabotage, boycott, strike or occupation;

- machine damage;

- theft from warehouses;

- business disturbances;

- government measures; - bad weather;

- lightning;

- fire.

Internal regulations A.D.O. approved at the ALV on 8 May 2012.  
9.2 If a situation mentioned in paragraph 1 of this article occurs, to the extent permitted by law,

the Auto Demontage company Otte member is not liable for any resulting damage for the buyer resulting damage and Auto dismantling company Otte member may, at its discretion, suspend the performance

suspend its obligations or dissolve the contract in whole or in part without judicial intervention or partially dissolve the contract without judicial intervention without being liable for any damages.

9.2 If a situation mentioned in paragraph 1 of this article occurs, to the extent permitted by law, Auto dismantling company Otte member is not liable for any resulting damage for the buyer and resulting damage and Auto dismantling company Otte member may, at its discretion, suspend the performance

suspend its obligations or dissolve the contract in full or in part without judicial intervention or partially dissolve the agreement without being liable for any damages.

## **10. Use of the goods**

10.1 Buyer must use the delivered goods in accordance with their nature and purpose and with observance of all statutory instructions for use and, as far as applicable, by the STIBA member prescribed instructions for use.

10.2 If the buyer does not use the delivered item in accordance with the provisions in paragraph 1 of this article

and the buyer holds Auto Demontagebedrijf Otte member liable for damage suffered in connection with the use of the delivered good, the buyer must prove that the damage is the result from a defect in the good delivered by the Auto Demontage company Otte member and not from the use other than in accordance with paragraph 1 of this article.

10.3 Notwithstanding the provisions of Article 11 and paragraph 2 of this article, Auto dismantling company Otte

Otte member shall never be liable for personal injury if the buyer has acted contrary to the in paragraph 1 of this article. The buyer shall, to the extent permitted by law, indemnify the Auto Demontage

company Otte member against claims of employees or other third parties, in particular buyers, if they have not taken note of the instructions for use arising from paragraph 1 of this article arising from paragraph 1 of this article.

## **11. Liability**

11.1 For damage arising from or in connection with deliveries for which the Auto dismantling company Otte-member

can be held legally liable, to the extent that mandatory provisions do not require otherwise, the do not require otherwise, the liability of the Auto dismantling company Otte member shall not exceed the invoice amount.

invoice amount.

11.2 Damage, to the extent consisting of lost profit or reduced proceeds and all other

indirect damage or consequential damage, such as trading loss or any damages or fines owed by the buyer to third parties.

owed damages or fines, shall under no circumstances be eligible for compensation, except for mandatory provisions to the contrary.

11.3 Unless Auto dismantling company Otte member has any liability pursuant to

Section 3 of Title 3 of Book 6 of the Dutch Civil Code rests and to the extent permitted by law, the buyer indemnifies the Auto Demontage

Auto dismantling company Otte member against claims on any basis whatsoever from third parties, who claim to have

suffered damage as a result of the purchased property or any act or omission of the Auto dismantling company

Otte company in the context of the implementation of the contract, unless the buyer

demonstrates that Auto dismantling company Otte member is liable in relation to the buyer and must compensate this damage to the buyer.

11.4 Under penalty of forfeiture of the right to compensation, the Auto dismantling company

Otte member all desired cooperation in investigating the cause, nature and extent of the damage for which compensation is claimed.

11.5 Article 9 of the Terms and Conditions of Warranty shall apply mutatis mutandis.

Internal regulations A.D.O. approved at the ALV on 8 May 2012<sup>12</sup>. Dissolution

## **12. Dissolution**

12.1 Complete or partial dissolution of the agreement shall be effected by a

written declaration by one of the parties entitled thereto. Before the buyer can submit a written declaration of dissolution to the Otte Auto Demontage Company member, the buyer shall at all times first inform

give the Auto dismantling company Otte-member written notice of default and give it a reasonable time to fulfil its obligations.

to properly fulfil his obligations.

12.2 The buyer is not entitled to dissolve the contract in whole or in part or to suspend its obligations, if he himself was already in default with the fulfilment of his obligations. For consumer buyers, this provision does not affect their possible authority to suspension under any statutory provision.

12.3 If the Auto Demontage company Otte member agrees to dissolve, without there being default on its part, it shall be entitled to compensation of all property damage, such as costs, lost profit and reasonable costs to establish damage and liability.

12.4 In the event of partial termination, to the extent permitted by law, the buyer cannot claim the undoing of performances already carried out by the Auto Demontage company Otte member performed by the Auto dismantling company Otte member and is fully entitled to payment for the performances it has already performed without prejudice to the right of the Auto dismantling company Otte member to undo its performance and claim damages.

### 13. Disputes

13.1 All transactions between Auto Demontage company Otte member and buyer are exclusively governed by the Dutch law applies.

13.2 All disputes arising from agreements with the Otte Auto dismantling company member will initially be submitted to the Auto dismantling company Otte Complaints Committee. This committee will decide according to the Otte Car Dismantling Company Complaints Regulations.

13.3 The complaints procedure does not affect the buyer's recourse to the competent court.

Eemnes, May 2012

Rules and regulations A.D.O. approved at the General Meeting on 8 May 2012