

# Terms and Conditions

These General Terms and Conditions of [www.hans-autoparts.nl](http://www.hans-autoparts.nl) have been established in consultation with the management of Hans Auto-parts

## Article 1 – Definitions

In these terms and conditions the following definitions apply:

Reflection period: the period within which the consumer can make use of his right of withdrawal;

Consumer: the natural person who does not act in the exercise of a profession or business and who enters into a distance contract with the entrepreneur; Day: calendar day; Duration transaction: a distance contract with regard to a series of products and/or services, the delivery of which - and/or purchase obligation is spread over time; Durable data carrier: any means that enables the consumer or entrepreneur to store information that is addressed to him personally in a way that allows future consultation and unchanged reproduction of the stored information Right of withdrawal: the option for the consumer to cancel the distance contract within the cooling-off period; Entrepreneur: the natural or legal person who is a member of the Dutch Thuiswinkel Organization and offers products and/or services to consumers at a distance; Agreement on distance: an agreement whereby within the framework of a system organized by the entrepreneur for sale distance products and/or services, up to and including the conclusion of the agreement, use is made exclusively of one or more techniques for distance communication; Technology for distance communication: means that can be used to conclude an agreement, without that the consumer and entrepreneur have come together in the same room at the same time;

## Article 2 – Identity of the entrepreneur

Name of entrepreneur: Hans Auto-delen. trading under the name(s): Hans Auto-delen

Business & visiting address:

### **Hans Auto Parts**

Osdorperweg 703  
1067 SV Amsterdam

Availability:

From Monday to Friday from 09:00 to 18:00 by e-mail, if something cannot be resolved by e-mail, you can ask by e-mail whether one of our employees can call you back.

Chamber of Commerce number: 73658774 .

VAT identification number : NL859618080B01

IBAN: .

BIC:

If the entrepreneur's activity is subject to a relevant licensing system: the information about the supervisory authority:

If the entrepreneur exercises a regulated profession : the professional association or organization with which he is affiliated; the professional title, the place in the EU or the European Economic Area where it has been awarded; a reference to the professional rules that apply in the Netherlands and instructions where and how these professional rules can be accessed.

#### Article 3 – Applicability

These general terms and conditions apply to every offer from the entrepreneur and to every distance contract concluded between entrepreneur and consumer.

Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. 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's premises and that they will be sent free of charge as soon as possible at the request of the consumer.

If the distance contract is concluded electronically, contrary to the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that the consumer can be easily stored on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be inspected electronically and that they will be sent free of charge at the request of the consumer electronically or otherwise. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply mutatis mutandis and the consumer can always invoke the applicable provision that is most favorable to him in the event of conflicting general terms and conditions. is.

#### Article 4 – The offer

If an offer has a limited period of validity or is subject to conditions, this will be expressly stated in the offer.

The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to enable a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a true representation of the products and / or services offered. Obvious mistakes or errors in the offer do not bind the entrepreneur.

Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer. This concerns in particular:

the price including taxes;

the possible costs of delivery; the manner 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 performance of the agreement; the term for acceptance of 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 technology for distance communication are calculated on a basis other than the regular basic rate for the means of communication used whether the agreement is archived after the conclusion, and if so, how it can be consulted by the consumer; the way in which the consumer, before concluding the agreement, can check the information provided by him in the context of the agreement and, if desired, rectify; any other languages in which, in addition to Dutch, the agreement can be concluded; the codes of conduct to which the entrepreneur has submitted and the way in which the consumer can consult these codes of conduct electronically; the minimum duration of the distance contract in the case of a long-term transaction.

#### Article 5 – The agreement

Subject to the provisions of paragraph 4, the agreement is concluded at the moment of acceptance by the consumer of the offer and compliance with the associated conditions.

If the consumer 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 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 can pay electronically, the entrepreneur will take appropriate security measures.

The entrepreneur can - within legal frameworks - inform himself whether the consumer 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 with reasons, or to attach special conditions to the implementation.

The entrepreneur will send the following information to the consumer with the product or service, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:

the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;  
the conditions under which and the manner in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal; the information about guarantees and existing after-sales service; , unless the entrepreneur has already provided this information to the consumer before the execution of the agreement; the requirements for termination of the agreement if the agreement has a duration of more than one year or is of an indefinite duration;

In the case of a long-term transaction, the provision in the previous paragraph only applies to the first delivery.

## Article 6 – Right of withdrawal

Upon delivery of products:

When purchasing products, the consumer has the option of dissolving the contract without giving reasons during 14 days. This cooling-off period starts on the day after receipt of the product by the consumer or a representative designated in advance by the consumer and made known to the entrepreneur.

During the cooling-off period, the consumer will handle the product and the packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he makes use of his right of withdrawal, he will return the product with all accessories supplied and - if reasonably possible - in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.

When providing services:

When services are provided, the consumer has the option of dissolving the contract without giving reasons for at least fourteen days, starting on the day of entering into the contract.

To make use of his right of withdrawal, the consumer will follow the reasonable and clear instructions provided by the entrepreneur with the offer and/or at the latest with the delivery.

## Article 7 – Costs in case of withdrawal

If the consumer makes use of his right of withdrawal, the costs of the return shipment will be borne by him.

If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 30 days after the return or cancellation.

## Article 8 – Exclusion of the right of withdrawal

The entrepreneur can exclude the consumer's right of withdrawal insofar as provided for in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the agreement. .

Exclusion of the right of withdrawal is only possible for products:

that have been created by the entrepreneur in accordance with the consumer's specifications;  
which are clearly personal in nature; which cannot be returned due to their nature;  
which can deteriorate or become obsolete quickly; whose price depends on fluctuations in the financial market over which the entrepreneur has no influence; for individual newspapers and magazines; for audio and video recordings and computer software of which the consumer has broken the seal.

Exclusion of the right of withdrawal is only possible for services:

regarding accommodation, transport, restaurant business or leisure activities to be performed on a specific date or during a specific period; the delivery of which has begun with the express consent of the consumer before the cooling-off period has expired; concerning bets and lotteries.

#### Article 9 – The price

During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes as a result of changes in VAT rates.

Contrary to the previous paragraph, the entrepreneur can offer products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence, with variable prices. This dependence on fluctuations and the fact that any stated prices are target prices are stated in the offer.

Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.

Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:

they are the result of legal regulations or provisions; whether the consumer has the authority to terminate the agreement with effect from the day on which the price increase takes effect.

The prices stated in the offer of products or services include VAT.

#### Article 10 – Conformity and Warranty

The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and the legal provisions existing on the date of the conclusion of the agreement and /or government regulations.

When purchasing products, the consumer has the option of making use of the guarantee scheme with a demonstrable defect in the delivered product during a guarantee period indicated in the offer.

In the event of a demonstrable defect, the delivered product will then be exchanged for an equivalent and/or comparable part. If this part is not in stock, the entrepreneur will refund the amount that the consumer has paid for the part, excluding the return shipping costs, as soon as possible, but no later than 14 days after receipt of the return.

The warranty period indicated in the offer commences on the day after receipt of the product by the consumer or a representative designated in advance by the consumer

and made known to the entrepreneur.

The consumer cannot claim the guarantee scheme if:

- If the warranty period of 3 months after the date of purchase has expired for engines and gearboxes
- Distribution of the engine is not covered by the warranty
- There is an electronic component.
- The installation of the delivered product is faulty. -The consumer has had changes and disassembly carried out on the delivered product .
- Installation or use for a purpose other than that for which the delivered product is intended. -Installation is involved in vehicles that deviate from the manufacturer's standard specifications. delivered product or when using the vehicle in which the purchased item is built-in for purposes other than for which the vehicle is used in normal traffic. - The delivered product no longer bears the marking applied by the entrepreneur. indicates to the entrepreneur that he wishes to make use of the guarantee scheme

The consumer cannot derive any right to compensation of any kind from a guarantee. The costs incurred by the consumer for the removal and installation of a defective part are also not reimbursed. This means that the costs for installing and removing the defective part and/or consequential damage of the defective part are for the account of the consumer.

If the consumer makes a claim under the guarantee scheme, the shipping costs as well as return shipping costs are at all times for the account of the consumer.

A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the entrepreneur on the basis of the agreement.

#### Article 11 – Delivery and execution

The entrepreneur will take the greatest possible care when receiving and executing orders for products and when assessing applications for the provision of services. The place of delivery is the address that the consumer has made known to the company. With due observance of what is stated in article 4 of these general terms and conditions, the company will execute accepted orders expeditiously, but at the latest within 30 days, unless a longer delivery period has been agreed. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this no later than 30 days after he has placed the order. In that case, the consumer has the right to dissolve the agreement without costs and is entitled to any compensation.

refund the amount paid by the consumer as soon as possible, but no later than 30 days after dissolution. If delivery of an ordered product proves to be impossible, the entrepreneur will make every effort to replacement item available. At the latest upon

delivery, it will be reported in a clear and comprehensible manner that a replacement item will be delivered. For replacement items right of withdrawal can not be excluded. The costs of any return shipment are for the account of the entrepreneur . The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a pre-designated representative made known to the entrepreneur, unless expressly stated otherwise. made an agreement.

#### Article 12 – Long-term transactions

The consumer can terminate an agreement that has been entered into for an indefinite period at any time with due observance of the agreed cancellation rules and a notice period of no more than one month. An agreement that has been entered into for a definite period has a maximum term of two years. If it has been agreed that the distance agreement will be extended if the consumer remains silent, the agreement will be continued as an agreement for an indefinite period of time and the notice period after continuation of the agreement will be a maximum of one month.

#### Article 13 – Payment

Unless agreed otherwise, the amounts owed by the consumer must be paid within 14 days after the start of the cooling-off period as referred to in article 6 paragraph 1. In the event of an agreement to provide a service, this period after the consumer has received confirmation of the agreement. When selling products to consumers, an advance payment of more than 50% may never be stipulated in the general terms and conditions. When advance payment has been stipulated, the consumer cannot assert any rights regarding the execution of the relevant order or service(s) before the stipulated advance payment has been made . In the event of non-payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer in advance.

#### Article 14 – Complaints

procedure The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure . Complaints about the implementation of the agreement must be submitted to the entrepreneur within a reasonable time, fully and clearly described, after the consumer has discovered the defects 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 respond within the period of 14 days with a notice of receipt and an indication when the consumer can expect a more detailed answer.

#### Article 15 – Disputes

Only Dutch law applies to agreements between the entrepreneur and the consumer to which these general terms and conditions apply.