

1. Offer and Applicability

1.1 These terms apply to all legal relationships between the parties.

1.2 All offers and price quotations—regardless of form, method, or who from the revision company makes them—are always non-binding and based on the prices and specifications valid at the time the agreement is concluded. Illustrations, drawings, performance details, and other descriptions are as accurate as possible but not strictly binding. Minor deviations are permitted, and in the case of interim model changes, the company has the right to make technically necessary changes to sold goods or items submitted for work, without prior knowledge or consent of the customer.

1.3 Oral commitments or agreements made by or on behalf of the revision company are only binding if confirmed in writing.

1.4 If the company has not issued a written contract, its written confirmation, delivery note, or invoice shall serve as proof of the existence and content of the agreement—unless proven otherwise.

1.5 The general terms and conditions of the counterparty (hereinafter: "the customer") do not apply unless agreed upon in writing beforehand.

2. Price

2.1 The quoted prices are based on delivery in Wanroij and are always exclusive of VAT and other government-imposed levies.

2.2 Changes in wages or the cost price of parts, semi-finished products, or materials—which are directly used or consumed in the agreed performance—that occur more than three months after an offer or contract are passed on by RH Motoren en Transmissierevisie.

3. Execution and Repairs

3.1 Orders for engines, gearboxes, and other parts are carried out as soon as possible, subject to available stock, processing, production, and delivery times.

3.2 Orders, installation, and repairs are generally carried out within a reasonable time, but agreed timelines are always indicative unless explicitly agreed otherwise in writing, either when the agreement is made or later. This article does not apply if RH depends on information, parts, or materials from the customer or third parties or in cases of force majeure.

3.3 If additional equipment or information is required to work on a vehicle, the customer must provide this as soon as possible upon request.

3.4 All engines, gearboxes, or other parts delivered, installed, or replaced by RH remain the property of RH until full payment has been received, unless otherwise agreed.

3.5 If the customer rejects a price quotation for items offered for installation or repair, RH may charge investigation costs if further examination is needed.

3.6 These investigation costs include hourly wages, administrative charges, travel and

shipping costs, and third-party costs.

3.7 Engines or parts ordered or delivered based on customer specifications (e.g., engine code) will not be taken back unless under warranty. RH will determine whether a return is accepted and if costs apply.

3.8 No rights may be derived from stated mileage; these are not guaranteed.

4. Payment

4.1 Unless agreed otherwise in writing, invoicing occurs once RH has completed its performance or if the customer is in default of collection. Payment is due in cash upon collection/delivery or must be transferred immediately upon delivery.

4.2 RH may demand an advance or partial payment.

4.3 RH may exercise a right of retention on vehicles or parts if the customer fails to pay in full, including previous unpaid work. RH may also exercise this right if the matter is in dispute, unless sufficient security is provided by the customer.

4.4 If the total agreed amount is not paid on time, the customer is in default without notice. RH may then charge statutory commercial interest plus 2% per annum, calculated daily from the due date.

4.5 If RH hands over a claim for collection, all associated legal and extrajudicial costs (minimum 15% of the outstanding amount, minimum €114) are borne by the customer.

5. Transfer of Ownership / Rights

5.1 Engines, gearboxes, or other parts delivered by RH remain RH's property until the customer has fully met all obligations arising from the agreement, including payment for related services.

6. Trade-In

6.1 Unless stated otherwise on the invoice, the customer must return old parts of the same make and type in complete, assembled condition within 14 days of delivery. If not returned, the price difference will be charged.

7. Risk and Responsibility

7.1 Vehicles and items (e.g., engines or parts) remain the customer's responsibility at all times, even when located at RH for repair or processing. RH is not liable for risk, calamities, theft, or other incidents.

7.2 RH's responsibility does not exceed what a careful owner would exercise for their own property.

7.3 Shipping and transport are always at the customer's cost and risk.

8. Warranty and Liability

- 8.1 Unless stated otherwise, RH provides a 3-month warranty from the invoice date for used engines, gearboxes, and parts under normal use. For fully revised engines/gearboxes, the warranty is 12 months or 20,000 km.
- 8.2 Warranty is valid only if seals or marks placed by RH are intact.
- 8.3 Warranty is non-transferable.
- 8.4 No warranty applies if damage is caused by poor maintenance, intentional misuse, incorrect fuel, incorrect installation by third parties, or unprofessional use such as racing or failure to follow RH's instructions.
- 8.5 External components like carburetors, injectors, distributors, fuel or water pumps are not covered unless agreed otherwise.
- 8.6 Warranty does not cover defects caused by non-RH supplied accessories.
- 8.7 The installation warranty requires a test drive to assess for oil/water use, smoke, pressure buildup, or noises. Complaints must be filed within the term specified in Article 9.
- 8.8 If parts were not manufactured by RH and the supplier denies liability, RH may reject the warranty claim.
- 8.9 Warranty is limited to free replacement of the part. Labor, transport, and consequential damages are excluded.
- 8.10 Refund is only offered if an equivalent part is unavailable. Returned parts must be in original condition.
- 8.11 Any unauthorized repair during the warranty period voids the warranty.
- 8.12 Warranty is only valid if the invoice has been fully paid.
- 8.13 Rejected warranty work is charged at normal rates.
- 8.14 RH is not liable for manufacturer defects or damage in vehicles or parts submitted for repair.
- 8.15 RH is not liable for any consequential damages unless due to intent or gross negligence.
- 8.16 Any liability is limited to what RH's insurance covers.
- 8.17 No warranty applies to parts or revisions if the car has been or will be chipped/tuned.
- 8.18 Warranty starts from the invoice date; it is not extended by subsequent work unless agreed in writing.

9. Complaints

- 9.1 All complaints must be submitted in writing within 8 days of delivery or completion of work, or all rights will lapse.
- 9.2 Complaints do not suspend the customer's payment obligations.

10. Force Majeure

- 10.1 If circumstances make normal performance unreasonably difficult, obligations will be suspended. If the situation lasts over 90 days, either party may terminate the agreement in writing. Services already performed will be settled proportionally without further liability.

11. Termination

11.1 If a party applies for suspension of payment, bankruptcy, or is subject to debt restructuring (WSNP), the other party may suspend or terminate the agreement. All outstanding payments become immediately due.

12. Disputes

12.1 All disputes shall be submitted to the court in the jurisdiction of RH, unless interim measures are required by a summary judge.

13. Applicable Law

13.1 Dutch law exclusively applies. If a clause is void, the parties will adhere to similar valid provisions.