

DE VOS PARTS APPLIES THE STIBA WARRANTY CONDITIONS AND THE GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY:
<https://stiba.nl/reglementen-en-voorwaarden>

Described below the: Warranty Conditions, General Terms and Conditions of Sale and Delivery and Distance Selling.
<https://www.devosautodemontage.nl/en/general-terms-and-conditions/>

– Standing Orders – Schedule D: WARRANTY CONDITIONS;

- 1.1 With the exception of electronic parts, the used vehicle parts that the Stiba member sold and delivered to buyers qualify for warranty.
- 1.2 In addition to the Stiba warranty conditions, the Bovag/Stiba conditions and/or the Focwa Green Warranty Certificate may also apply to the used vehicle parts as intended in the previous article.
2. The buyer can only derive rights from a warranty following submission to the Stiba member of the relevant sale and purchase agreement and/or the invoice and, where applicable, the relevant completed warranty card. If it regards a good that was provided with a mark or registration number by the Stiba member then the buyer can only derive rights from a warranty if the said mark or registration number is undamaged when relying on the said warranty.
3. Claims of the buyer on account of a warranty cannot be transferred to third parties.
4. The warranty is granted by the Stiba member for a period of one month** from the date that the good was delivered to the buyer. If the good manifests defects within the warranty period in case of normal use then the buyer is entitled to present the delivered good to the Stiba member for repair or replacement, at the discretion of the Stiba member, in accordance with article 8 of the applicable General Terms and Conditions.
5. The transport from and to the Stiba member of the good presented for repair or replacement shall be at the expense of the Stiba member. In case of an incorrect order and/or if the good presented for repair or replacement does not qualify for a warranty on the basis of these warranty conditions, the transport of the good from and to the Stiba member shall be at the expense of the buyer.
6. The Stiba member commits, in the event that article 4 of these warranty conditions and article 8 of the General Terms and Condition are met, to repair the good presented for repair or replacement within a reasonable period of time or to replace it by a comparable good, unless the Stiba member is unable to do so, in which instance the Stiba member shall proceed with a cash refund of the purchase amount.
7. These warranty conditions are applicable to the good received by the buyer after the repair / replacement.
8. The buyer cannot claim a warranty:
 - a) if the buyer provided incorrect or insufficient information with regard to the brand and type indication of the purchased good and/or the vehicle for which the part is meant;
 - b) if the buyer performed and/or had performed activities, including but not limited to repair, change, and disassembly, on the purchased good;
 - c) if there is question of improper and/or injudicious installation / use of the purchased good and/or in case of use of the vehicle in which the purchased good was installed for purposes other than for which the vehicle is used in normal traffic (speed tests, reliability tests, too heavy load in connection with combination of passenger car and trailer and/or caravan, and the like);
 - d) if there is question of conduct in violation of another provision pursuant to the applicable General Terms and Conditions or Warranty Conditions, to the extent that they are applicable subject to forfeiture of rights.
9. The buyer cannot derive a right to compensation, of any nature whatsoever, from a warranty, barring in so far as the Stiba member is required to pay the same in pursuance of the applicable General Terms and Conditions.
10. The Stiba member is entitled to deviate from these Warranty Conditions if prior to the conclusion of the sale and purchase agreement the attention of the buyer was expressly drawn to this and the deviating provisions were established in writing between the Stiba member and the buyer.

**In derogation from the provisions set forth in article 4 of the Stiba Warranty Conditions, a warranty period of 6 months is applied by De Vos Onderdelen.

Money is not refunded in case of erroneous orders or erroneous diagnosis by the buyer or third parties.
NO WARRANTY ON LABOUR.

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– Standing Orders – Schedule C: GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY:

Applicability

1.1 These General Terms and Conditions are applicable to the conclusion by Stiba members of agreements for the sale and/or the delivery of used vehicle parts and to the implementation of the said agreements. The Stiba Warranty Conditions are applicable to these agreements for the sale and/or the delivery of used vehicle parts.

1.2 Stiba members are the undertakings that were admitted as a member by the Board of Stiba pursuant to article 3 of the Articles of Association of the said Association and that can be recognised by the Stiba shield. In addition the Stiba members can be found on the Stiba website.

1.3 Deviations from and/or additions to these General Terms and Conditions shall only have binding effect on the Stiba member to the extent that it established its validity expressly in writing. In the event of a reference by the buyer to its own terms and conditions, the present terms and conditions are exclusively applicable, unless expressly stipulated otherwise.

Agreement

2.1 If the agreement is concluded in writing or electronically then it is concluded on the day of signature of the agreement by the Stiba member respectively on the day of despatch of the written or electronic order confirmation by the Stiba member.

2.2 Oral commitments by and arrangements with subordinates of the Stiba member shall not have binding effect on the Stiba member other than after and to the extent that the Stiba member has confirmed them in writing or electronically.

Prices

3.1 Unless indicated otherwise, any and all amounts are exclusive of deductions and discounts and inclusive of VAT, whether or not calculated via the VAT margin scheme of the vehicle dismantling business.

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

3.3 Indication of prices of goods offered for sale and of specifications included in general offers are subject to contract. They shall not have binding effect on the Stiba member and the buyer cannot rely on the same, unless expressly stipulated or indicated otherwise.

Delivery

4.1 Delivery takes place ex works, warehouse or shop, at the discretion of the Stiba member. The buyer is subject to a purchase obligation, unless the Stiba member does not have a reasonable interest in it.

4.2 As soon as the good is ready for delivery or shipment, the buyer bears the risk for any and all direct and indirect damages that may be inflicted on or by the good, barring to the extent that this can be blamed on gross negligence on the part of the Stiba member. If, after a notice of default, the buyer still fails to take delivery of the good then the Stiba member shall be entitled to rescind the agreement without judicial intervention and to charge the costs of storage of the good to the buyer.

4.3 The sold good shall be delivered as is in the condition it had at the time of conclusion of the agreement.

4.4 Transport and shipment of sold goods by the Stiba member take place entirely at the risk and expense of the buyer.*

Delivery period

5.1 Delivery periods are established in consultation with and approximately by the Stiba member. Delivery periods can never be qualified as a fatal deadline. The delivery period commences upon oral and written order confirmation.

5.2 In case of late delivery the Stiba member shall not be liable for the damages incurred by the buyer as a result of the late delivery, unless the member gave the Stiba member written notice of default, in the course of which the buyer granted the Stiba member a period of at least half the originally stipulated delivery period to yet comply with its obligations.

5.3 To the extent that the law permits this, an agreement cannot be rescinded by the buyer on account of an overstepping of a period, unless the period as intended at the end of paragraph 2 of this article has lapsed and preservation of the agreement cannot be required of the buyer.

Payment

6.1 Unless indicated otherwise, payment must take place in cash. In case of distance selling the Stiba member can offer various payment methods to the buyer, including iDeal, PayPal, and credit cards in a secure environment, and the possibility of a single direct debit mandate. Bank details of the buyer shall not be stored by the Stiba member. The buyer is aware that payment via the internet may be subject to risks. Payments via the internet are at the risk of the buyer. The Stiba member shall not be liable for the manner that the buyer makes payments.

6.2 In case of payment on invoice, payment must have been received within 14** days after the date of the invoice.

6.3 If payment did not take place on the due date, or late or not complete, then the buyer shall, without a notice of default or demand being required, be in default and the buyer shall immediately be liable to pay the statutory interest on the outstanding amount per month or part of a month, calculated from the due date.

6.4 In case of paragraph 3 of this article the Stiba member shall be entitled to claim back the purchased good by means of an extrajudicial declaration within the period of Section 44 of Book 7 of the Dutch Civil Code. The purchase shall be rescinded following the said declaration.

6.5 Any and all costs, both judicial and extrajudicial including those of collection agencies, bailiffs, and lawyers, incurred by the Stiba member in connection with the enforcement of its rights in respect of the buyer are at the expense of the buyer. The extrajudicial collection costs are calculated in accordance with the collection rate of the Netherlands Bar for collections, with a minimum of €50.00.

Reservation of title

7.1 As long as the buyer has not paid everything to the Stiba member that the buyer is liable to pay on account of or in connection with a delivery, the already delivered goods shall remain the property of the Stiba member.

7.2 The buyer is not entitled to resell delivered goods or to give them on loan, pledge them or transfer their title to third parties as long as they have not been paid.

7.3 The buyer bears the risk for unpaid goods in terms of any and all damages, direct and indirect, that shall be inflicted on the same by the buyer or by any other.

Shortcomings / complaints

8.1 The buyer is required to inspect goods accurately upon delivery on potential shortcomings in the form of deviations from specifications and other detectable shortcomings. Detected shortcomings must forthwith, however at the latest within eight days after delivery of the good, be notified to the Stiba member. This notification must take place in writing and must be accompanied by a description of the detected shortcoming, with mentioned of the invoice and the invoice number.

8.2 The buyer must enable the Stiba member to check the detected shortcoming. Non-compliance with the provisions set forth in this paragraph results in forfeiture of the right of the buyer to rely on shortcomings that the buyer could have detected in case of an accurate inspection within the aforementioned period.

8.3 The buyer must compensate the Stiba member for the costs of unfounded complaints.

8.4 The provisions set forth in this article 8 are applicable with due observance of the provisions set forth in article 8 of the Warranty Conditions of the Stiba.

Force majeure

9.1 If the Stiba member fully or partly fails to comply with the obligation in respect of the buyer then the said failure cannot be blamed on the Stiba member if the Stiba member is prevented from implementing the agreement respectively if this is rendered impossible due to a – whether or not foreseeable – circumstance that is beyond the control of the Stiba member, including but not limited to:

- failure by suppliers / carriers;
- war, riots or similar situations;
- sabotage, boycott, industrial action or lock-outs;
- machine breakdown;
- theft from warehouses;
- business disruptions;
- official measures;
- bad weather;
- lightning strike;
- fire.

9.2 If a situation as intended in paragraph 1 of this article occurs then the Stiba member shall, to the extent that the law permits this, not be liable for the damages of the buyer that may derive from the same and the Stiba member can, at its sole discretion, suspend compliance with its obligations and/or fully or partly rescind the agreement without being liable to pay any compensation.

Use of the good

10.1 The buyer must use the good in accordance with its nature and designated use and with due observance of any and all statutory instructions for use and, where applicable, instructions for use prescribed by the Stiba member.

10.2 If the buyer does not use the delivered good in accordance with the provisions set forth in paragraph 1 of this article and the buyer holds the Stiba member liable for damages incurred in connection with the use of the delivered good then the buyer must evidence that the damages are the result of a defect of the good delivered by the Stiba member and not of the use other than in accordance with paragraph 1 of this article.

10.3 Without prejudice to the provisions set forth in article 11 and paragraph 2 of this article, the Stiba member shall never be liable for bodily harm if the buyer acted in violation of the provisions set forth in paragraph 1 of this article. The buyer must, to the extent that the law permits this, indemnify the Stiba member against claims of employees or other third parties, in particular customers, if they did not take note of the instructions for use as intended in paragraph 1 of this article.

11 Liability

11.1 With regard to damages deriving from or in connection with deliveries for which the Stiba member can legally be held liable, it is noted that, in so far as mandatory statutory provisions do not imply otherwise, the liability of the Stiba member shall not exceed the invoice amount.

11.2 Damages, to the extent that they consist of lost profit or reduced proceeds and any and all other indirect damages or consequential damages, e.g. trading losses or any compensation or penalty payable to third parties by the buyer, shall by no means qualify for compensation, barring mandatory statutory provisions to the contrary.

11.3 Barring to the extent that liability pursuant to Part 3 of Title 3 of Book 6 of the Dutch Civil Code is vested in the Stiba member and to the extent that the law permits this, the buyer indemnifies the Stiba member against claims on any account whatsoever of third parties who allege to have incurred damages as a result of the sold good or any act or omission of the Stiba member in the context of the implementation of the agreement, unless the buyer demonstrates that the Stiba member is liable in the relationship with the buyer and must compensate the buyer for the said damages.

11.4 Subject to forfeiture of the right to compensation, the Stiba member shall lend any and all cooperation in the investigation of the cause, nature, and scope of the damages for which compensation is claimed.

11.5 Article 9 of the Warranty Conditions is equally applicable.

Rescission

12.1 Full or partial rescission of the agreement takes place following a written notice by one of the relevant authorised parties. Before the buyer shall address a written rescission notice to the Stiba member, the buyer shall always first need to give the Stiba member written notice of default and grant it a reasonable period to yet comply properly with its obligations.

12.2 The buyer is not entitled to rescind the agreement, either in whole or in part, or to suspend its obligations if the buyer had already been in default in terms of compliance with its obligations. This provision does not affect the potential authority of consumer buyers to suspend in pursuance of a statutory provision.

12.3 If the Stiba member agrees with rescission, without there being question of default on the part of the same, then the Stiba member shall be entitled to compensation for any and all financial losses, e.g. costs, lost profit, and reasonable costs for the determination of the damages and liability.

12.4 In case of partial rescission the buyer can, to the extent that the law permits this, not claim that performances already delivered by the Stiba member are undone and the Stiba member shall remain entitled in full to payment for the performances already delivered by the same, without prejudice to the right of the Stiba member to undo its performances and to claim compensation.

Disputes

13.1 Dutch law is exclusively applicable to any and all transactions between the Stiba member and the buyer.

13.2 Any and all disputes deriving from agreements with the Stiba member shall in the first instance be brought to the cognisance of the Stiba Complaints Committee. This Committee decides in accordance with the Stiba Complaints Regulations.

13.3 The complaints procedure does not affect the possibility of the buyer to apply to the competent court.

Perpetual clause

In the context of the agreement for the purchase and/or the delivery of used vehicle parts the buyer commits and warrants that the buyer (i) complies with any and all applicable international legislation and regulations with regard to corruption and abuse of power, e.g. anti-money laundering, anti-terrorist financing, and sanction legislation, and more in particular any and all export control and sanctions regulations of the EU and the UN, and to continue complying with the same during the term of the agreement, and that (ii) the used vehicle parts are not directly or indirectly meant or may potentially be meant for a country to which a sanction applies in respect of the relevant goods pursuant to EU or UN regulations, unless the buyer obtained authorisation or a permit from a competent authority designated for that purpose by the EU or the UN. The buyer commits to impose an identical written obligation on the buyer (and its legal successors) with which it concludes an agreement in the context of the purchase and/or the delivery of used vehicle parts (perpetual clause)

** In derogation from the provisions set forth in article 6.2 (Payment) of the General Terms and Conditions of Sale and Delivery, in case of payment on invoice the payment must have been received within 28 days after the date of the invoice.

* In addition to the provision set forth in article 4.4 (Delivery) of the General Terms and Conditions of Sale and Delivery, in case of damages to the delivered parts during transport to the buyer by an external transport company, which was organised by the Stiba member, the notification of damages must have been submitted to the Stiba member within 24 hours.

– COMPLAINTS REGULATIONS:

<https://stiba.nl/reglementen-en-voorwaarden>

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In case of “Distance Selling” you are entitled to a statutory reflection period of 14 days; the Dutch Distance Selling Act is only applicable to a CONSUMER PURCHASE.

The costs for return shipments in case of rescission of the agreement are at the expense of the buyer.

Working method for returns:

Notify your return shipment by email to info@devosautodemontage.nl with mention of:

Invoice number / Debtor number;

See sample letter below.

After we have received your notification you receive a confirmation from us by email; you must include this confirmation and a copy of your invoice with your return.

We cannot accept returns that were not notified.

Conditions for acceptance of a return are:

1) The return shipment was notified within the statutory reflection period of 14 days via info@devosautodemontage.nl

2) The part has not been assembled.

3) The part is undamaged.

4) A copy of the invoice is enclosed.

- 5) A copy of the confirmation is enclosed.
- 6) Your bank details to refund the amount (payment shall take place within 14 days after receipt of the part at our business).
- 7) Return the part within 14 days after notification (the buyer is responsible for proper packaging).

Sample letter – rescission of a purchase

Sender

[name]

[address]

[postcode and place of residence]

[email]

To

[name]

[address]

[postcode and place]

Re.: Rescission of purchase during reflection period of 14 days.

[place of residence, date]

Dear Sir, Madam,

On [date of receipt] I received your part, see invoice – debtor number, and I would like to rely on the statutory reflection period.

[if you received a part]

I am returning the received part to you in accordance with the instructions on your website.

[if you have already paid the (purchase) amount:]

I expect to be refunded my (down) payment within no later than fourteen days after receipt of the part at your business on account number [enter your bank account number].

I look forward to receiving a confirmation of my letter.

Kind regards,

[your name and signature]

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