

GENERAL TERMS AND CONDITIONS OF SALE BASTIAAN AUTODEMONTAGE

• Definitions

Bastiaan Autodemontage: Bastiaan Autodemontage or the affiliated legal entity that uses these general terms and conditions as a supplier. Buyer(s): Party(ies) who, as Buyer(s), conclude an agreement(s) with Bastiaan Autodemontage. Consumer(s): Buyer who is not acting to any extent in the exercise of a profession or business. • Structure of General Terms and Conditions 1.

Bastiaan Autodemontage's business

is primarily aimed at sales and delivery to Entrepreneurs and also supplies to Consumers, so that part of these terms and conditions is made up of a general part aimed at all Buyers and a part aimed at Consumers only.

GENERAL PART

• Applicability

• These general terms and conditions apply to all sales agreements concluded by Bastiaan Autodemontage with Buyers. 2. Deviations from and/or additions to these general terms and conditions are only binding on Bastiaan Autodemontage if they have been expressly recorded in writing. Purchasing conditions of the Buyer are never accepted by Bastiaan Autodemontage. • Prices • Unless indicated otherwise, all amounts are exclusive of

deduction

or discount and including VAT or not

calculated via the VAT margin scheme of the dismantling company.

- Prices are calculated for delivery ex workshop, unless expressly stated otherwise in writing agreed.
- Statements of prices, items offered for sale and specifications contained in general offers, such as catalogues, price lists and other printed matter, are indicative and non-binding. They do not bind Bastiaan Autodemontage and the Buyer cannot rely on these statements.

5. Delivery

- Delivery is made ex workshop, warehouse or shop at the choice of Bastiaan Autodemontage. The Buyer has an obligation to purchase insofar as mandatory provisions of law do not oppose this. • Transport of parts by Bastiaan Autodemontage is entirely at the expense and risk of the Buyer place.
- The risk of the sold is transferred at the moment that Bastiaan Autodemontage informs the Buyer that the goods are ready for delivery or that Bastiaan Autodemontage informs the Buyer that these goods have been shipped. • The sold will be delivered in the state in which it was when the agreement was concluded located.

6. Delivery time •

All delivery times stated by Bastiaan Autodemontage are indicative. Delivery times can never be regarded as a strict deadline, unless mandatory legal provisions oppose this. • Late delivery can only lead to default on the part of Bastiaan Autodemontage, after the Buyer has given Bastiaan Autodemontage a legal notice of default, whereby the Buyer has set Bastiaan Autodemontage a term of at least half of the originally stated delivery time to still deliver.

- An agreement cannot be legally dissolved by the Buyer due to exceeding the term, unless the term stated in the notice of default has expired in accordance with the previous paragraph of this article and the Buyer cannot be required to maintain the agreement. • If the Buyer has not been informed within four weeks after Bastiaan Autodemontage has informed him that the purchased item is ready for collection, Bastiaan Autodemontage is entitled to terminate the agreement.

without judicial intervention.

7. Payment

- Unless agreed otherwise, payment is made in cash and in advance, unless mandatory provisions oppose it.

- Invoices expire in any case on the fourteenth day after the invoice date. •

If an invoice is due, the Buyer will be in default, without a summons or notice of default being required. At that time, all outstanding invoices from Bastiaan Autodemontage, addressed to the Buyer, become immediately and fully due and payable. • From the

moment of default, the buyer is charged default interest on the full amount due payable equal to 1.5% per month.

- If Ven Deijne is forced to hand over its claim for collection due to the Buyer's default, all associated costs, such as administrative costs, judicial and extrajudicial costs, including the costs for a bankruptcy application, will be borne by the Buyer. The extrajudicial collection costs amount to at least 15% of the unpaid amount

amount, with an absolute minimum of € 150.00, unless mandatory provisions dictate otherwise.

8. Retention of title •

Bastiaan Autodemontage remains the owner of the goods delivered by it until the Buyer has fulfilled all obligations towards Bastiaan Autodemontage with regard to the relevant, previous and subsequent transactions. Until that time, the Buyer is obliged to keep the goods delivered by Bastiaan Autodemontage separately from other goods and clearly identified as the property of Bastiaan Autodemontage and to properly insure and keep them insured.

- If the Buyer does not fulfill any obligation towards Bastiaan Autodemontage under paragraph 1 of this article, or if a well-founded fear is justified that the Buyer will not fulfill the aforementioned obligations, Bastiaan Autodemontage is entitled, without notice of default, to immediately take possession of the goods delivered to the Buyer. wherever they may be. The costs of taking back will then always be borne by the Buyer. • As long as the above claims have

not been paid, the buyer is not entitled to alienate the relevant goods or to establish a pledge or non-possessory pledge on the relevant goods. • If Bastiaan Autodemontage cannot invoke its retention of title because the delivered goods have been mixed, distorted or checked, the Buyer is obliged to pledge the newly formed goods to Bastiaan Autodemontage and to carry out the necessary actions in that context.

9. Shortcomings •

Without prejudice to the applicable guarantee provisions as published by Bastiaan Autodemontage on its internet site, the Buyer is obliged to immediately check the delivered goods carefully for observable shortcomings. Observed shortcomings must be reported to Bastiaan Autodemontage within eight days of discovery. Defects that already existed at the time of delivery, but could not reasonably have been determined upon delivery, must be reported to Bastiaan Autodemontage within eight days of discovery.

- The notification referred to in the previous paragraph must be made in writing and must be accompanied by a description of the observed shortcoming, stating the invoice and the invoice number, unless mandatory provisions dictate otherwise. The buyer must enable Bastiaan Autodemontage to verify the identified shortcoming. If the Buyer does not meet the notification requirements, his right to invoke shortcomings will lapse.

- Shortcomings in the delivered goods are not grounds for dissolution of the agreement, unless mandatory legal provisions oppose this, if Bastiaan Autodemontage is able to

to remedy the shortcoming within a reasonable period of time.

- The buyer must pay Bastiaan Autodemontage the costs resulting from unfounded complaints reimburse.
- A shortcoming does not entitle the Buyer to suspend its payment obligation.

10. Force

majeure • If Bastiaan Autodemontage fails in full or in part to fulfill its obligation towards the Buyer, this failure cannot be attributed to Bastiaan Autodemontage if Bastiaan Autodemontage makes the execution of the agreement more difficult or impossible due to a - whether or not foreseeable - circumstance which is beyond the control of Bastiaan Autodemontage, such as, but not limited to: shortcomings by suppliers/transporters; war, riot or similar situations; sabotage, boycott, strike or occupation; machine damage; theft from the warehouses; business disturbances; government measures; bad weather; lightning strike; fire.

- If a situation arises as referred to in paragraph 1 of this article, Bastiaan Autodemontage is not liable for any resulting damage for the Buyer and Bastiaan Autodemontage can, at its own discretion, suspend the fulfillment of its obligations or dissolve the agreement in whole or in part without legal intervention. without being obliged to pay any compensation to the Buyer.

11. Use of the item • The

buyer must use the item delivered in accordance with its nature and destination, with due observance of all statutory instructions for use and the instructions for use prescribed by Bastiaan Autodemontage.

- Bastiaan Autodemontage sells car parts. In order to meet the requirements for car parts, they must be installed correctly by a professional.
- If the Buyer does not use or. and the Buyer suffers any form of damage (including personal injury to the Buyer or a third party), then Bastiaan Autodemontage is not liable for this damage, unless the Buyer proves that the incorrect use or improper installation had no influence on the occurrence of the damage.
- The buyer will indemnify Bastiaan Autodemontage against all damage claims from third parties (employees and other third parties) if action has been taken in violation of paragraph 1.

12. Limitation of liability • Bastiaan

Autodemontage is not liable for damage suffered by the Buyer, except and insofar as the Buyer can demonstrate that there is intent or gross negligence on the part of Bastiaan Autodemontage.

- Bastiaan Autodemontage is in no way liable for trading loss, delay damage, loss of profit or stagnation damage, or other consequential damage of the Buyer.
- Bastiaan Autodemontage is insured against Liability. Liability for damage is expressly limited to the amount paid out by this insurance of Bastiaan Autodemontage in the relevant case, plus the deductible. If and insofar as no payment is made under this insurance for any reason whatsoever, liability for damage is expressly limited to the invoice amount, excluding VAT, with regard to the delivery to which the damage relates, or at least to which the damage is related. The latter up to a maximum of € 3,500.00

13. Dissolution

- Complete or partial dissolution of the agreement by the Buyer can only take place after a legally valid notice of default, whereby Bastiaan Autodemontage is given a reasonable term to still comply. Buyer's statement of dissolution to Bastiaan Autodemontage must be made in writing under penalty of nullity, unless mandatory legal provisions dictate otherwise.

to postpone.

- The buyer is not entitled to dissolve the agreement in whole or in part or to suspend his obligations if he himself is already in default with the fulfillment of his obligations. • If Bastiaan Autodemontage agrees to dissolution, without there being any default on its part, Bastiaan Autodemontage is entitled to compensation for all financial loss, such as costs, lost profit and reasonable costs for determining damage and liability. • In the event of partial dissolution, the Buyer cannot claim reversal of services already performed by Bastiaan Autodemontage and Bastiaan Autodemontage has the full right to payment for the services already performed by it, without prejudice to Bastiaan Autodemontage's right to undo its services and to claim compensation. progress.

13. Disputes

- Dutch law applies to all disputes that may arise between the parties. • All disputes will be settled by the court in the district in which Bastiaan Autodemontage is established, unless mandatory legal provisions oppose this and unless Bastiaan Autodemontage chooses another court.

14. Obligation •

Should one of the above provisions lose its validity for any reason, then all other provisions will retain their validity as far as possible. CONSUMERS SECTION 15. Distance selling 1. In the case of an agreement pursuant to Article 7:46a of the Dutch Civil Code (Sale or Distance), the Consumer has the right to terminate the agreement for seven working days after receipt of the delivered item. The costs for return shipment will then be borne by the Consumer.

Pursuant to this article, there is no right to dissolution if the delivered item has been created in accordance with specifications provided by the Consumer.

- The purchased item must be returned within fourteen days after dissolution (if possible in the original packaging). Bastiaan Autodemontage is only obliged to refund pursuant to the previous paragraph if it has received the goods delivered within the applicable period in the condition in which they have been sent to the Consumer. Goods already used by the Consumer and parts of delivered goods will not be taken back

16. Complaint

period 1. In the event of shortcomings pursuant to Section 7:23 of the Dutch Civil Code, Consumers have a complaint period of two months.

17. Limitation of liability Bastiaan Autodemontage 1. The

aforementioned limitation of liability towards Consumers does not go beyond what is stipulated in Article 6:236 of the Dutch Civil Code under h.