

General terms and conditions of sale and delivery

General Sales and

Terms of delivery

Car dismantling Poolman

1. Applicability

1.1 These general terms and conditions apply to the conclusion by Autodemontage Poolman of agreements for the sale and / or delivery of used vehicle parts and to the performance of such agreements. The Warranty Conditions of Autodemontage Poolman apply to these agreements for the sale and / or delivery of used vehicle parts.

1.2 If the buyer is a legal person, general partnership or limited partnership, the person acting for it is deemed to have personally committed himself as a jointly and severally liable debtor, unless Autodemontage Poolman explicitly agrees otherwise in writing.

2. Prices

2.1 Unless stated otherwise, all amounts are exclusive of deduction or discount and include VAT. whether or not breaking through the B.T.W. margin scheme of Autodemontage Poolman

2.2 Prices are calculated for delivery ex works, unless explicitly stated otherwise.

2.3 Quotations of prices, of goods offered for sale and of specifications contained in general offers, such as catalogs, price lists and other printed matter, are without obligation. They do not bind Autodemontage Poolman and the buyer cannot rely on them, unless otherwise agreed or indicated.

3. Delivery

3.1 Delivery takes place ex workshop or warehouse. The buyer is under an obligation to purchase.

3.2 The risk of the sold is transferred when the goods are ready for delivery or shipment.

3.3 The item sold will be delivered in the state in which it is when the agreement is concluded.

3.4 Transport of parts by Autodemontage Poolman is entirely at the expense and risk of the buyer.

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4. Delivery time

4.1 Delivery times are determined in consultation and approximately by Autodemontage Poolman. Delivery times can never be regarded as deadlines. The delivery time starts with - verbal and written - order confirmation.

4.2 In the event of late delivery, Autodemontage Poolman is not liable for damage suffered by the buyer due to late delivery, unless the buyer has given Autodemontage Poolman written notice of default, whereby the buyer must grant Autodemontage Poolman a term of at least half of the original agreed delivery time to still fulfill its obligations.

4.3 Insofar as the law allows, an agreement cannot be dissolved by the buyer due to the term being exceeded, unless the term stated in the end of paragraph 2 of this article has expired and the buyer cannot be expected to maintain the agreement.

4.4 If the buyer does not collect the purchased item within four weeks after Autodemontage Poolman has informed the buyer that the purchased item is ready for collection, the agreement will be dissolved without judicial intervention, unless Autodemontage Poolman informs the buyer in writing that it requires fulfillment.

5. Payment

5.1 Unless otherwise agreed, payment is made in cash.

5.2 In case of purchase on invoice, payment must be received within fourteen days after the invoice date.

5.3 If on the due date no or late or incomplete payment has been made, the buyer will be in default without notice or reminder being required and he will owe the statutory interest per month or part on the overdue amount immediately due and payable. of one month from the due date.

5.4 In the event of paragraph 3 of this article, Autodemontage Poolman has the right to reclaim the purchased item by means of an extrajudicial statement within the term of Article 7:44 of the Dutch Civil Code. The purchase is canceled by this statement.

5.5 All costs, both judicial and extrajudicial - those of collection agencies, including bailiffs, lawyers - that are associated with the enforcement of Autodemontage Poolman's rights towards the buyer, will be borne by the buyer. The extrajudicial collection costs are calculated in accordance with the collection rate of the Dutch Bar Association for collection with a minimum of € 50.00.

6. Retention of title

6.1 As long as the buyer has not fully complied with that which is owed to Autodemontage Poolman by virtue of or in connection with delivery, goods already delivered remain the property of Autodemontage Poolman.

6.2 The buyer is not entitled to deliver, loan, pledge or transfer ownership of goods delivered - as long as they have not been paid for - to third parties. General terms and conditions of sale and delivery

6.3 The buyer bears the risk for unpaid goods with regard to all damage, direct and indirect, which will be caused by himself or any other person.

7. Shortcomings / complaints

7.1 The Buyer is obliged to carefully check deliveries after execution for any shortcomings in the form of deviations from specifications and other observable shortcomings. Detected shortcomings must be reported to Autodemontage Poolman within 8 days of discovery. This notification must be made in writing and must be accompanied by a description of the observed shortcoming, stating the invoice and the invoice number. In order to apply the Warranty Terms and Conditions of Autodemontage Poolman, the latest notification date is 1 month after the purchase (in accordance with Article 4 Warranty Terms and Conditions Autodemontage Poolman).

7.2 The buyer must enable Autodemontage Poolman to check the observed shortcoming. Failure to comply with the provisions of this article will lead to forfeiture of the right of the buyer to invoke shortcomings that he could reasonably have discovered after careful inspection within the aforementioned period.

7.3 Insofar as the law permits, shortcomings in the delivered goods do not provide the buyer with grounds for dissolution of the agreement, unless it concerns a shortcoming referred to in paragraph 2 of this article and Autodemontage Poolman fails to accept the shortcoming after repeated attempts. If in that case, the buyer is entitled to dissolve the agreement if and insofar as maintenance cannot reasonably be required of him.

7.4 The buyer must reimburse the costs for unfounded complaints to Autodemontage Poolman.

7.5 Insofar as the law allows, invoking shortcomings does not entitle the buyer to suspend his payment obligation.

7.6 The provisions of this article 7 apply with due observance of the provisions of article 7 of the Warranty Conditions of Autodemontage Poolman.

7.7 Parts and electrical components that do not fit afterwards cannot be returned.

8. Force majeure 8.1 If Autodemontage Poolman fails in full or in part in the fulfillment of the obligation towards the buyer, this failure cannot be attributed to Autodemontage Poolman if Autodemontage Poolman is hindered or hindered in the performance of the agreement. is made impossible by a circumstance - foreseeable or not - that is beyond the control of Autodemontage Poolman, such as, but not limited to:

- shortcomings by suppliers / carriers;
- war, riots or similar situations;
- sabotage, boycott, strike or occupation;
- machine damage;
- theft from the warehouses;
- business disturbances;
- government measures;

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- bad weather; - lightning strike; - fire.

8.2 If a situation arises as referred to in paragraph 1 of this article, Insofar as the law allows, Autodemontage Poolman is not liable for any damage resulting therefrom for the buyer and Autodemontage Poolman can at its own discretion suspend or suspend the fulfillment of its obligations. dissolve the agreement in whole or in part without judicial intervention, without being obliged to pay any compensation.

9. Use of the case

9.1 The buyer must use the goods delivered in accordance with their nature and destination and with due observance of all statutory user instructions and, where applicable, user instructions prescribed by Autodemontage Poolman.

9.2 If the buyer does not use the delivered good in accordance with the provisions of paragraph 1 of this article and the buyer holds Autodemontage Poolman liable for damage suffered in connection with the use of the delivered good, the buyer must prove that damage is the result of a defect in goods delivered by Autodemontage Poolman and not from use other than in accordance with paragraph 1 of this article.

9.3 Without prejudice to the provisions of article 10 and paragraph 2 of this article, Autodemontage Poolman is never liable for personal injury if the buyer has acted contrary to the provisions of paragraph 1 of this article. Insofar as the law permits, the buyer must indemnify Autodemontage Poolman against claims from employees or other third parties, in particular customers, if they have not taken note of the instructions for use arising from paragraph 1 of this article.

10. Liability

10.1 For damage from or in connection with deliveries for which Autodemontage Poolman can be held legally liable, insofar as mandatory legal provisions do not imply otherwise, the liability of Autodemontage Poolman does not exceed the invoice amount.

10.2 Damage, insofar as consisting of lost profit or reduced proceeds and all other indirect damage or consequential damage, such as trading loss or any compensation or penalty owed by the buyer to third parties, is in no case eligible for compensation, unless mandatory statutory provisions stipulate otherwise.

10.3 Except insofar as Autodemontage Poolman is subject to any liability under Section 3 of Title 3 of Book 6 of the Dutch Civil Code and insofar as permitted by law, the buyer indemnifies Autodemontage Poolman against claims for whatever reason from third parties who claim to have suffered damage as a result of the purchased or any act or omission of Autodemontage Poolman in the context of the performance of the agreement, unless the buyer demonstrates that Autodemontage Poolman is liable in relation to the buyer and must compensate the buyer for this damage.

10.4 Under penalty of forfeiture of the right to compensation, Autodemontage Poolman will be given all desired cooperation in the investigation into the cause, nature and extent of the damage for which compensation is claimed.

10.5 Article 8 of the Guarantee Conditions applies mutatis mutandis. General terms and conditions of sale and delivery

11. Termination

11.1 Full or partial termination of the agreement is concluded by means of a written statement from one of the persons entitled to do so. Before the buyer submits a written statement of dissolution to Autodemontage Poolman, the buyer must at all times first declare Autodemontage Poolman in default in writing and grant it a reasonable period to still properly fulfill obligations.

11.2 The buyer is not entitled to dissolve the agreement in whole or in part or to suspend his obligation, if he himself was already in default with the fulfillment of his obligations. For consumer buyers, this provision does not affect their possible right to suspend on the basis of any legal provision.

11.3 If Autodemontage Poolman agrees to dissolution, without any default on its part, it is entitled to compensation for all financial damage such as costs, lost profit and reasonable costs for determining damage and liability.

11.4 In the event of partial dissolution, insofar as the law permits, the buyer cannot claim the cancellation of performances already performed by Autodemontage Poolman and Autodemontage Poolman is fully entitled to payment for the services already performed by it, without prejudice to the right of Autodemontage Poolman. to reverse its performance and to claim compensation.

12. Disputes

12.1 Dutch law is exclusively applicable to all transactions between Autodemontage Poolman and the buyer.

12.2 All disputes arising from agreements with Autodemontage Poolman will in the first instance be submitted to the complaints committee. This committee decides according to the complaints regulations.

12.3 The complaints procedure does not affect the buyer's appeal to the competent court.

Dedemsvaart, January 2020