

Terms and Conditions

Auto dismantling company Boekholt

These general terms and conditions apply to all offers and agreements between Autodemontagebedrijf Boekholt and the buyer and/or client hereinafter referred to as: call "Services", to the buyer/client, if these Goods and Services are not (further) described in these general terms and conditions.

All services and/or offers from Autodemontagebedrijf Boekholt, by whatever name and in whatever manner, are without obligation, unless expressly stated otherwise and/or in writing. The agreement is only concluded by written confirmation and/or signing by Autodemontagebedrijf Boekholt.

Article 1

Offer and acceptance 1.

All delivered and/or dismantled goods or parts, unless it appears otherwise upon delivery, can be exchanged for an equivalent and/or comparable part in the event of a demonstrable defect and/or defect, counting up to a maximum of 1 week from the date of episode. Applicable only if the part is provided with a quality mark and/or marking applied by Autodemontagebedrijf Boekholt.

The customer is obliged to inform the entrepreneur in time or in writing about inaccuracies with regard to the delivered part. Insofar as the customer does not notify the defect in time, he/she cannot invoke or make any claim to any refund of monies unless otherwise reported. If there is no comparable, equivalent part in stock or if the customer has made his defect known in time, he can claim partial or full refund of the purchase price.

2. The entrepreneur reserves the right, if applicable, after faulty installation and/or assembly or disassembly done by the buyer, not to grant a guarantee, also valid for self-made repairs of or to the part.

3. No guarantee (see article 6) is granted if the old defective part will be returned to the supplier and has not yet been received. The buyer cannot derive any rights from the guarantee if a deposit has been received as guarantee.

Article

2 Agreement and prices

Unless indicated otherwise in writing by Autodemontagebedrijf Boekholt, all prices stated by Autodemontagebedrijf Boekholt are in euros and are exclusive of sales tax (VAT) and other levies imposed by the government or the margin scheme.

1. The down

payment. a. The entrepreneur is entitled to request payment upon delivery of the part/material of the total purchase price (unless stated otherwise).

If a price increase of the products sold occurs between the time of the offer from Autodemontagebedrijf Boekholt or the buyer and the time of conclusion of the agreement and delivery by Autodemontagebedrijf Boekholt,

Autodemontagebedrijf Boekholt is authorized to pass on this price increase. b. In the case of a delivery with a customer, a

down payment will be requested in accordance.

2. The buyer cannot claim reimbursement of costs for, installation, dismantling, assembly, disassembly, transport or costs incurred other than those of the purchase amount deemed to have been agreed upon. Shipping costs incurred and return shipping costs are at all times for the account of the buyer. The customer cannot make any claim to this.

3. Retention of title The

entrepreneur remains the owner of the goods sold by him to the customer as long as the customer has not paid the total amount due under the agreement. The customer is obliged to ensure careful handling and does not have the right to hand over the goods to third parties or to hand them over as collateral, to borrow them or to remove them from the areas where they were delivered or to have them removed until the entire purchase price and any associated interest and costs have been paid in full.

4. Security for business customers In the

case of an agreement with a business customer, the entrepreneur is entitled to make a delivery. Or to continue with delivery or fulfillment of the agreement to claim sufficient security for the fulfillment of the payment obligations from the customer.

Article

3 Payment and

delivery 1. Purchase

and sale Every purchase agreement, even if it also includes the disassembly and assembly of services performed and/or part sold, is subject to the general condition and guidelines of the conditions. Payment is made net in cash on delivery, unless otherwise agreed. a. The entrepreneur who makes a delivery for the performance of an agreement is entitled to claim payment for the delivered goods with each partial delivery. b. The payment term is 14 days after receipt of the invoice, unless otherwise agreed. The customer is automatically in default after the payment term has expired. If the invoice remains unpaid in full or in part after 14 days, the customer is obliged to pay compensation to the entrepreneur from that time until full payment for loss of interest amounting to the statutory interest on the unpaid invoice amount. c. Without prejudice to the provisions of paragraph b. the entrepreneur sends the customer, after the payment term has expired, a payment reminder in which he points out his default and gives him the opportunity to pay within 8 days. d. After the expiry of the period referred to in paragraph b. shall be authorized to collect the amount owed to it without further notice of default. If the entrepreneur engages third parties to collect the funds, the associated costs are for the customer.

2. Compensation for business entrepreneurs When

executing an agreement with a business customer, the entrepreneur is never obliged to pay any compensation other than as expressly laid down in these terms and conditions, in particular not to compensate other direct or indirect damage, including damage from third parties. , loss of profit, etc. up to a maximum of 15% of the outstanding principal sum and with a minimum of ! 25.00 at the expense of the customer, provided that it is made within reason.

3. Method of delivery and risk

Unless otherwise agreed, the entrepreneur will inform the customer of orders placed and/or

purchase of the part on first request to provide his name and address details as well as the telephone number which Autodemontagebedrijf Boekholt will immediately use this information to confirm and confirm the order placed under the applicability of the conditions.

The customer is obliged to take care of: - The place where the completion/delivery must take place; -

The place where the delivery is to take place is accessible and that furthermore, insofar as this is within its power, everything possible is done to enable a smooth delivery of the ordered part; In case of absence, another person can have the item received take.

- Payment can be made to the driver upon delivery, whereby it is also deemed that the part has been accepted in accordance with the payment and delivery conditions.

Article 4

Acceptance of the part

Autodemontagebedrijf Boekholt and/or its driver will call you at least 1 day in advance to confirm your order and to confirm your time of receipt of the part. This is seen as a closed agreement.

The customer receives an invoice for this during or after delivery. In the event of negligence regarding payment, the provisions of Article 3 paragraph 3 shall apply accordingly.

Article 5

Cancellation

1. In the event of no timely cancellation of the agreement by the customer, the latter will owe compensation for the disassembly of the part/object made as well as the travel costs/compensation incurred.
2. Costs that arise because the customer has remained in default due to non-execution of purchase or progress in making the purchase possible will be charged extra to the customer.

Article 6

The

guarantee 1. The delivered part must have the properties that the buyer may expect from the goods made under the agreement. This also applies to special use insofar as this has been foreseen by the parties when concluding the agreement. If these expectations are not met, the customer is entitled to repair or replacement, if indicated in time.

2. In addition, the customer has a warranty, insofar as it concerns defects of which the entrepreneur cannot demonstrate that they are the result of use that does not correspond with the destination.

Article 7

Complaints / liability / grounds 1.

Complaints are understood to mean all grievances with regard to the implementation of the agreement. Complaints due to the quality of the goods or materials delivered or the performance of the (disassembly) work on the site of Autodemontagebedrijf Boekholt can only be asserted by the customer with the entrepreneur by written submission within 7 days after delivery of the goods. If it is not reasonably possible to submit a complaint within this period, the period of 7 days shall apply from the moment the defect and/or damage was discovered or could have been discovered. Entering the site is entirely at your own risk under strict conditions that the house rules for

entry must be observed.

2. If a customer wants to have certain activities carried out or prevented against the advice of the entrepreneur, (if recorded in writing) any complaint about this is excluded.

3. The customer is expected to report to the counter before entering the site and to strictly follow the house rules. The customer must use the accessible paths on the site.

Unless the customer demonstrates that damage is a direct result of intent or deliberate recklessness on the part of Autodemontagebedrijf Boekholt, Autodemontagebedrijf Boekholt is not liable towards the customer or third parties for direct or indirect damage or loss of any kind related to the agreement or the implementation thereof as well as protruding parts on the site.

All warranty provisions apply in accordance with the house rules.

In all cases, the customer's liability is limited to the amount paid to

Autodemontagebedrijf Boekholt pursuant to the liability insurance policy for . the situation increased by the amount of the deductible that applies under the **insurance policy . Article 8** Deviation 1. Deviation from the provisions of these General Terms and Conditions is only possible after express written permission from Autodemontagebedrijf Boekholt

Article

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Conversion 1. If any provision of these General Terms and Conditions is null and void or is annulled, the other provisions of these General Terms and Conditions will remain in full force and the Customer and the Client will enter into consultations in order to develop new provisions to replace the null and void or destroyed ones. to agree on provisions, taking into account as much as possible the purpose and purport of the void or voided provision.