

## Terms of delivery

### 1. Applicability

- 1.1 These General Terms and Conditions are applicable to the conclusion by STIBA members of agreements to the sale and/or delivery of used vehicle parts and on the execution of such agreements. On these agreements for the sale and / or delivery of used vehicle parts the STIBA Guarantee Terms and Conditions are applicable.
- 1.2 STIBA members are those enterprises that have been admitted as a member by the Board of STIBA on the basis of article 3 of the Articles of Association of the aforementioned Association and which can be recognized by the STIBA shield. The STIBA members can also be found on the website of STIBA.
- 1.3 Deviations from and / or adaptations to these General Terms and Conditions will only bind De Ooyevaar to the extent that the validity thereof has been recorded by him explicitly and in writing. By referring to his own terms and conditions by the Buyer, only the present General Terms and Conditions shall apply, unless agreed explicitly differently.

### 2. Agreement

- 2.1 If the agreement has been concluded in writing or electronically, then this will emerge on the day of signing of the contract by De Ooyevaar, respectively on the day of sending of the written or electronic order confirmation by De Ooyevaar.
- 2.2 Verbal promises and understandings with employees of De Ooyevaar do not bind De Ooyevaar then after and to the extent that they have been confirmed by De Ooyevaar in writing or electronically.

### 3. Prices

- 3.1 Unless stated differently all amounts are exclusive of reduction or discount and inclusive of VAT whether or not calculated via the VAT margin regulation of the disassembly company.
- 3.2 Prices are calculated for delivery ex works, unless explicitly stated differently.
- 3.3 Statement of prices, of goods offered for sale and of specifications being part of general offers is non-binding. They do not bind De Ooyevaar and the Buyer can base no claims thereon, unless agreed or indicated differently.

### 4. Delivery

- 4.1 Delivery takes place ex work shop, warehouse or shop at the discretion of De Ooyevaar. The Buyer has an obligation to take off, unless De Ooyevaar does not have a reasonable interest herein.
- 4.2 As soon as the good is ready for delivery or shipment, the Buyer will bear the risk for all direct and indirect damages, that may occur to or by the good, save for instances where such is due to gross negligence of De Ooyevaar. If the Buyer remains in default after having been declared in default to take off the good, then De Ooyevaar will be authorized to dissolve the agreement without intervention by the courts and to charge the costs of storage of the good to the Buyer.
- 4.3 The sold good shall be delivered as it stands at the time of the conclusion of the agreement.
- 4.4 Transport and shipment of sold goods by De Ooyevaar takes place entirely for the account and the risk of the Buyer.

### 5. Terms for delivery

- 5.1 Terms for delivery are determined in consultation and by estimate by De Ooyevaar. Terms for delivery are never to be regarded as a fatal term. The delivery term commences upon oral and written order confirmation.
- 5.2 In case of non timely delivery De Ooyevaar is not liable for damage suffered by the Buyer because of non timely delivery, unless the Buyer has declared De Ooyevaar to be in default in writing, whereby the Buyer should grant De Ooyevaar a term of at least half of the originally agreed delivery term to comply with his obligations after all.
- 5.3 To the extent that the law permits so, an agreement cannot be dissolved by the Buyer because of an exceeding of a term referred to in the end of section 2 of this article has expired and maintaining the agreement cannot be required from the Buyer.

### 6. Payment

- 6.1 Unless differently agreed payment takes place in cash. In case of sale on a distance, De Ooyevaar may offer the Buyer various payment options, including iDeal, PayPal and credit cards in a secure environment and the option of a single proxy for direct debit. Bank data of the Buyer shall not be stored by De Ooyevaar. The Buyer is aware that payment via the internet may create risks. Payments via internet are for the own risk of the Buyer. De Ooyevaar is not liable for the way in which the Buyer executes payments.
- 6.2 If a purchase takes place on an invoice, the payment needs to be received within fourteen days after the date of the invoice.
- 6.3 If on the due date no timely or no complete payment has taken place, the Buyer shall be in default, without a notification of default of summation being required and he will be liable to pay immediately on demand over the due amount the interest set forth in the law per month or per part thereof, to be calculated from the due date.
- 6.4 In case of (the situation set forth in) section 3 of this article De Ooyevaar has the right within the term of article 7:44 of the Dutch CIVIL CODE to demand back the purchased good by means of an out-of-court declaration. Upon that declaration the sale is dissolved.
- 6.5 All costs, both within as outside of the courts, those of collection agencies, bailiffs, lawyers included, that are connected for De Ooyevaar to the enforcement of his rights towards the Buyer, are for the account of the Buyer. The out-of-court collection costs shall be calculated in accordance with the collection rates of the Nederlandse Orde van Advocaten regarding collections with a minimum of € 50.00.

### 7. Retention of the right of property

- 7.1 As long as the Buyer is not fully paid what he is due towards De Ooyevaar on the basis of or in relation to the delivery, the already delivered goods remain the property of De Ooyevaar.
- 7.2 The Buyer is not entitled to deliver the delivered goods – as long as these are not paid – to third parties or to give the right to use them, to encumber them with a lien or to transfer the property thereof.
- 7.3 The Buyer bears the risk for unpaid goods regarding all damages, direct and indirect, which are there to, caused by him or any other person.

### 8. Shortcomings / Compliant

- 8.1 Buyer is obliged to examine deliveries after execution precisely for possible shortcomings in the form of deviations of specifications and other noticeable shortcomings. Noticed shortcomings should be notified to De Ooyevaar immediately after delivery of the good but no later than within 8 days thereafter. This notification needs to take place in writing and to be accompanied by a description of the established shortcoming, while stating the invoice and the invoice number.
- 8.2 Buyer needs to enable De Ooyevaar to verify the established shortcoming. Non compliance with the stipulation of this section will lead to the loss of the right of the Buyer to claim on the basis of shortcomings that he reasonably could have discovered during a meticulous examination within the aforementioned term.
- 8.3 Buyer needs to compensate De Ooyevaar for the costs of unfounded complaints.
- 8.4 The stipulations of this article 8 are applied in observation of the stipulations of article 8 of the Guarantee Terms and Conditions of STIBA.

### 9. Force majeure

- 9.1 If De Ooyevaar is entirely or in part in default of the compliance with the obligation towards the Buyer, then this shortcoming cannot be attributed to De Ooyevaar if for De Ooyevaar the execution of the agreement is impeded or made impossible by a whether or not foreseeable condition that is outside the power of De Ooyevaar such as, but not limited to:
  - Shortcoming by suppliers/forwarders;
  - War, riots or situations resembling these;
  - Sabotage, boycott, strike or occupation;
  - Machine damage;
  - Theft from the warehouses;
  - Business interruptions;
  - Measures by the government;
  - Bad weather;
  - struck lightning;
  - Fire.
- 9.2 If a situation arises as mentioned in section 1 of this article, then to the extent that the law such permits, De Ooyevaar is not liable for the possible damage deriving there from for the Buyer and De Ooyevaar may at his own discretion suspend the compliance with his obligations and respectively dissolve the agreement without intervention of the courts entirely or in part without being liable to pay any compensation for damages.

### 10. Use of the good

- 10.1 Buyer needs to use the delivered good in accordance with its nature and destination and in compliance with the lawful instructions of use and, to the extent applicable, with the instructions of use prescribed by De Ooyevaar.
- 10.2 If Buyer does not use the delivered good in accordance with the stipulations set forth in section 1 of this article and Buyer holds De Ooyevaar liable for damages incurred in connection to the use of the delivered good, then Buyer needs to prove that the damage is a result of a defect in the good delivered by De Ooyevaar and not because of the use differently from section 1 of this article.
- 10.3 Notwithstanding the stipulations set forth in article 11 and section 2 of this article De Ooyevaar is never liable for bodily damage if the Buyer has acted in violation of the stipulations set forth in section 1 of this article. Buyer is required, to the extent that the law permits so, to safeguard De Ooyevaar against claims of employees or other third parties, in particular purchasers, when they have not been acquainted with the instructions of use, deriving from section 1 of this article.

### 11. Liability

- 11.1 For damage deriving from or in relation to deliveries for which De Ooyevaar can legally be held liable, to the extent that stipulations mandatory by law do not impose differently, the liability of De Ooyevaar shall not exceed the amount of the invoice.
- 11.2 Damages, insofar as they consist of missed profits or reduced revenues and all other indirect damage or consequential damage, such as enterprise damage or any compensation for damages or fine payable by Buyer to third parties, shall in no case be eligible for compensation, save for different clauses under mandatory law.
- 11.3 Save to the extent that on De Ooyevaar any liability on the basis of department 3 of Title 3 of Book 6 of the DUTCH CIVIL CODE should rest and to the extent that the law so permits, the Buyer will safeguard De Ooyevaar against claims on whatever grounds by third parties, who claim to have incurred damages as a consequence of the purchased good or any act or omission by De Ooyevaar in the framework of the execution of the agreement, unless the Buyer demonstrates that De Ooyevaar is liable in the relation to the Buyer and this member is required to compensate the Buyer for this damage.
- 11.4 At the peril of loss of a right to compensation for damages, all desired cooperation shall be provided to De Ooyevaar for the investigation into the cause, nature and scope of the damage for which compensation is requested.
- 11.5 Article 9 of the Guarantee Terms and Conditions is equally applicable.

### 12. Dissolution

- 12.1 Entire or partial dissolution of the agreement takes place subsequent to a written declaration by one of the parties authorized thereto. Before the Buyer addresses a written declaration for dissolution to De Ooyevaar, the Buyer will at all times have to declare De Ooyevaar in default in writing and to grant this member a reasonable term to comply with this obligations properly after all.
- 12.2 The Buyer has no right to dissolve the agreement entirely or in part or to suspend his obligations, if he is in default himself with the compliance of his obligations. For consumer buyers this clause leaves their possible power to suspend on the basis of any stipulation in the law unaffected.
- 12.3 If De Ooyevaar agrees with dissolution, without there being an instance of a default on his side, then this member has the right to compensation for all financial damages, like costs, missed profits and reasonable costs for the determination of liability.
- 12.4 In case of partial dissolution, to the extent that the law permits so, the Buyer may not claim dissolution of performances already completed by De Ooyevaar and shall De Ooyevaar have an unreduced right to payment for the performances already completed by him, notwithstanding the right of De Ooyevaar to undo its performances and to claim compensation for damages.

### 13. Disputes

- 13.1 The laws of the Netherlands exclusively apply to all transactions between De Ooyevaar and the Buyer.
- 13.2 All disputes, deriving from agreements with De Ooyevaar shall firstly be submitted to the STIBA Complaints committee. This committee will decide in accordance with the STIBA Complaints Regulation.
- 13.3 The complaints procedure leaves the appeal of the Buyer to the competent court unaffected.

## Warranty conditions

- 1.1 With the exception of electronic parts the used vehicle parts, which De Ooyevaar has sold and delivered to Buyers, are eligible for guarantee.
- 1.2 In addition to the STIBA Guarantee Terms and Conditions also the BOVAG/STIBA general terms and conditions and/or the FOCA Green Guarantee certificate may be applicable to the used vehicle parts referred to in the previous article.
2. The Buyer can derive only rights from a guarantee by presenting De Ooyevaar with the commensurate purchase agreement or invoice and if applicable the guaranteed card made for it. If it concerns a good that has been fitted by De Ooyevaar with a brand or registration, then the Buyer can only derive rights from a guarantee if, when claiming under this guarantee the said brand or registration is undamaged.
3. Claims of the Buyer under a guarantee cannot be assigned to third parties.
4. The guarantee is provided by De Ooyevaar for a period of one month only from the date on which the good has been delivered to the Buyer. If during the guarantee period during normal use defects to the good are demonstrated, then the Buyer has the right to present the delivered good to De Ooyevaar for repair or replacement, at the discretion of De Ooyevaar, in accordance with article 8 of the applicable General Terms and Conditions.
5. The transport from and to De Ooyevaar of the good presented for repair or replacement good is for the account of De Ooyevaar. In case of an incorrect ordering and/or when the good presented for repair or replacement is not eligible for guarantee under the present Guarantee Terms and Conditions, then the transport of the good from and to De Ooyevaar is for the account of the Buyer.
6. De Ooyevaar obliges himself when article 4 of these Guarantee Terms and Conditions and article 8 of the General Terms and Conditions are met with, to repair or replace by a similar good, the good presented for repair/replacement within a reasonable term, unless De Ooyevaar is unable to do so, in which case De Ooyevaar shall proceed to repayment in cash of the purchase amount.

7. On the good received by the Buyer after repair/replacement these Guarantee Terms and Conditions shall be applicable.

### 8. The Buyer cannot make a claim under a guarantee:

- a. if the Buyer has provided incorrect or incomplete information with regard to the brand and type identification of the purchased good and/or the vehicle for which the part is destined;
- b. if the Buyer has executed or has had executed works, such as but not limited to repair, change and disassembly of the purchased;
- c. if there is a case of improper and/or inexpert built-in/use of the purchased or by use of the vehicle in which the purchased has been built in for other purposes than for which the vehicle is used in normal traffic (speed tests, reliability tests, too heavy load in relation to a combination of persons vehicles and trailer or caravan etc.);
- d. if has been acted in violation of any other clause from the applicable General Terms and conditions or Guarantee Terms and Conditions, to the extent that these have been prescribed at the peril of loss of rights.

9. The Buyer cannot derive from a guarantee a right to compensation for damage(s) of any nature whatsoever, save for when De Ooyevaar is obliged thereto on the basis of the applicable General Terms and Conditions.

10. De Ooyevaar has the right to deviate from these Guarantee Terms and Conditions, if prior to the conclusion of the purchase agreement the Buyer has been explicitly pointed at it and the deviating stipulations have been recorded in writing between De Ooyevaar and the Buyer.

## Installation instructions engines

- Check the engine at delivery for damage caused by transport.
- Assemble always new original timing belts and tensioners!!
- Before assembly check the fan belt/multi strap, pressure group/clutch, barriers, water pump etc. and, if necessary, replace them.
- Replace damaged attachments.
- Oil filter, fuel filter and air filter replacement should be of original quality (supplied by OEM dealer).
- Check and clean intercooler and associated tubes.
- Remove injectors from diesel engines and check the working of these.
- Replace sealign when mounting the injectors.
- Check if cooling system isn't congested.
- If possible, check for space around the valves and adjust them.
- Check if all the sensors are working correct.
- Note: if the radiator will get hot evenly and the cooling fan will rotate.
- It is possible that our engines have been in the store for a while, we advise to charge the engine not too much during the first 1000 km.
- Attachments that doesn't belong to the rotating part of the engine, like alternator, dynamo, fuel pump, water pump, turbo, atomizers, flywheel, are not covered by the warranty, unless there is a different agreement.
- If there is a problem, don't hesitate to contact us.
- Installation instructions, lubricants and service instructions according to the manufacturer.
- The engine needs to be built in by a competent car company.