

Terms and Conditions.

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**Article 1 - Definitions**

In these conditions becomes understood by:

Reflection period: the period within which the consumer and/or business customer can use exercise his right of withdrawal;

Consumer and/or business customer: the natural person who does not trade in the practicing a profession or business and entering into a distance contract with the entrepreneur;

Business customer: the natural person who acts in the exercise of a profession or company and an agreement remotely engages of the entrepreneur;

Day: calendar day;

Duration transaction: a distance contract relating to a series of products and/or services, of which the delivery and/or purchase obligation is in timespread;

Durable data carrier: any means that the consumer and/or business customer or enables the entrepreneur to store information that is personally addressed to him store in a manner that prevents future consultation and unaltered reproduction of the stored information makes possible.

Right of withdrawal: the option for the consumer to cancel within the cooling-off period to see of the agreement at a distance;

Model form: the model form for revocation that the entrepreneur makes available that a consumer can fill in when he wants to use his right of withdrawal.

Entrepreneur: the natural or legal person who sells products and/or services at a distance to consumer and/or offers business customers;

Distance contract: an agreement in which, in the context of an entrepreneur organized system for distance selling of products and/or services, up to and including the conclusion of the agreement, exclusively used is becoming of one or more techniques for remote communication;

Distance communication technology: means that can be used for the concluding an agreement, without consumer and/or business customer and entrepreneur simultaneously in the same room.

General Conditions: the present General Conditions of the entrepreneur.

## **Article 2 - Identity from the entrepreneur**

Fo-cus auto parts BV also trading under Fo-cus auto purchase and sales BV

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Postal Code 4704RG

City Roosendaal

Country Netherlands

Phone number: 0165-745085

Accessibility:

Mon-Fri 8.00 – 17.00 hour

Sat 9.00 – 13.00 hour

Email address: [info@focus-automotive.nl](mailto:info@focus-automotive.nl)

Chamber of Commerce Number:

5034953

VAT number: NL8559.55.119

## **Article 3 - Applicability**

These general terms and conditions apply to every offer from the entrepreneur and to any distance contract and orders concluded between entrepreneur and consumer and/or business customer. These terms and conditions can be changed or supplemented by the entrepreneur at any time as required. Additional Terms may apply to certain offers, Products or services.

Before the distance contract is concluded, the text of this general terms and conditions made available to the consumer and/or business customer. In the event that this reasonably not is possible, will before the agreement at a distance

is concluded, it is indicated that the general terms and conditions accompanying the entrepreneur and they at the request of the consumer and/or business customer like this be sent free of charge as soon as possible.

If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions electronically to the consumer and/or be made available to a business customer in such a way that it is consumer and/or business customer can be stored in a simple way on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it is indicated where of the general terms and conditions can be read electronically and that, at the request of the consumer and/or business customer, they can be sent electronically or otherwise will be sent free of charge.

In the event that, in addition to these general terms and conditions, specific product or terms of service apply, the consumer and/or business customer in the event of conflicting general terms and conditions, always invoke the applicable provision that for it the most is favorable.

If one or more provisions in these general terms and conditions at any time are wholly or partially void or destroyed, the agreement and otherwise, these terms and conditions will stand and the relevant provision will be enforced or replaced without delay by a provision that the purport of from the original as closely as possible.

Situations that are not regulated in these general terms and conditions must be rated 'in the spirit' of these terms and conditions.

Uncertainties about the interpretation or content of one or more provisions of our terms and conditions, are to be interpreted 'in the spirit' of these terms and conditions requirements.

#### **Article 4 - It offer**

If an offer has a limited period of validity or subject to conditions happens, is becoming this emphatically in the offer stated.

The offer is without obligation. The entrepreneur is entitled to change the offer, at adjust and cancel.

The offer contains a complete and accurate description of the offered products and/or services. The description is sufficiently detailed to provide a good assessment of the offer by the consumer and/or business customer to make. If the entrepreneur uses images, these are a truthful display of the products offered and/or services.

Obvious mistakes or obvious errors in the offer are binding on the entrepreneur not.

All images, specifications and data in the offer are indicative and may not give rise to compensation or termination of the contract.

Images accompanying products are a true representation of the offered products. Entrepreneur cannot guarantee that the displayed colors exactly match the real colors of the products.

Each offer contains such information that for the consumer and/or business customer it is clear what rights and obligations are attached to the acceptance of the offer. This Re in the special:

- the price is shown including taxes;
- the any shipping costs;
- the manner in which the agreement will be concluded and which actions therefor needed;
- whether or not the right of withdrawal applies; the wise from

payment, episode and performance from the agreement;

- the term for acceptance of the offer, or the term within which the entrepreneur the price guarantees;
- the amount of the tariff for distance communication if the costs of the use of the technology for distance communication are calculated on a basis other than the regular base rate for the used means of communication;
- whether the agreement will be archived after it has been concluded, and if so on which wise this one in front of the consumer and/or commercial customer at consult is;
- the way in which the consumer and/or business customer, before concluding the agreement, the information provided by him in the context of the agreement data can check and if desired to recover;
- any other languages in which, in addition to Dutch, the agreement can be closed;
- the codes of conduct to which the entrepreneur himself has subject and the way in which the consumer and/or business customer follow these codes of conduct can consult electronically; and the minimum duration of the agreement on distance in case of an expensive transaction.

## **Article 5 - The agreement**

Subject to the provisions of paragraph 4, the agreement is concluded on the moment of acceptance by the consumer and/or business customer of the offer and the meet the conditions set therein.

If the consumer and/or business customer has received the offer electronically accepted, the entrepreneur immediately confirms receipt by electronic means of the acceptance of the offer. As long as the receipt of this acceptance is not has been confirmed by the entrepreneur, the consumer and/or business customer can agreement dissolve.

If the agreement is concluded electronically, the entrepreneur will find appropriate technical and organizational measures to secure the electronic transfer of data and ensures a secure web environment. If the consumer and/or business customer can pay electronically, the entrepreneur will observe safety precautions to take.

The entrepreneur can inform himself - within legal frameworks - whether the consumer and/or business customer can meet his payment obligations, as well as of all those facts and factors that are important for a responsible distance contract. If, on the basis of this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request or to attach conditions.

The entrepreneur will provide the consumer and/or business customer with the product or service the following information, in writing or in such a way that it can be obtained by the consumer and/or business customer can be stored in an accessible manner on a sustainable data carrier, to make available:

- a. the visiting address of the establishment of the entrepreneur where the consumer and/or business customer of complaints justified can;
- b. the conditions under which and the way in which the consumer of the can exercise the right of withdrawal, or a clear statement regarding the excluded from the right of withdrawal;
- c. the information about warranties and existing after-sales service;
- d. the information included in Article 4 paragraph 3 of these terms and conditions, unless the entrepreneur has already provided this information to the consumer and/or business customer in front of the execution of the agreement;

Every agreement is entered into under the suspensive conditions of Enough availability of the respective products.

## **Article 6 - Right of withdrawal**

Bee delivery of products:

The right of withdrawal only applies to sales transactions between the entrepreneur and a consumer.

When purchasing products, the consumer has the option of canceling the agreement without giving any reason to cancel within 14 days. This reflection period commences on the day after receipt of the product by the consumer or a prior notice designated by the consumer and made known to the entrepreneur representative.

During the cooling-off period, the consumer will handle the product and the packaging. He shall the product only in that extent unpack or to use in front of as far

that is necessary to be able to assess whether he wishes to keep the product. If he makes use of his right of withdrawal, he will return the product with all delivered accessories and - if reasonably possible - in the original condition and packaging return to the entrepreneur, in accordance with the reasonable and clear instructions.

When the consumer wishes to make use of his right of withdrawal, he is obliged to do this inside 14 days, after reception of the product, to make it known to the entrepreneur. The consumer must make this known by means of the model form. After the consumer has indicated that he wishes to use of his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered goods have been returned on time, for example by means of a proof of shipment.

If the customer has not made known after the expiry of the periods referred to in paragraphs 2 and 3 made use of his right of withdrawal resp. not on the product the entrepreneur has returned, the sale is a fact.

**Bee delivery of services:**

When providing services, the consumer has the option to cancel the agreement to dissolve without giving reasons for at least 14 days, commencing on the day of it entering into the agreement.

To make use of his right of withdrawal, the consumer will refer to the relevant information provided by the entrepreneur with the offer and/or at the latest upon delivery provided reasonable and clear instructions.

### **Article 7 - Cost in case from revocation**

If the consumer makes use of his right of withdrawal, the cost of return for his account.

If the consumer has paid an amount, the entrepreneur will as soon as possible, but no later than 14 days after cancellation. Hereby is the condition that the product has already been received back by the web retailer or conclusive proof of complete return can be submitted.

### **Article 8 - Exclusion right of withdrawal**

The entrepreneur can exclude the consumer's right of withdrawal for products as described in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur clearly states this in the offer, at least in time for the Close of the agreement, has mention.

Exclusion from the right of withdrawal is only possible for Products:

a. that have been established by the entrepreneur in accordance with specifications of the consumer;

- b. which are clearly personal in nature;
- c. that by not their nature can be returned;
- d. That can spoil quickly or aging;
- e. whose price is subject to fluctuations in the financial market on which the entrepreneur has no influence;
- f. in front of loose newspapers and magazines;
- g. for audio and video recordings and computer software of which the consumer has a seal broken.
- h. for hygienic products of which the consumer has the seal broken.

3. Exclusion from the right of withdrawal is only possible for services:

- a. concerning accommodation, transport, restaurant business or leisure activities to be carried out on a certain date or during a certain period;
- b. the delivery of which has commenced with the express consent of the consumer before the reflection period has expired;
- c. concerning betting and lotteries.

### **Article 9 - The price**

During the period of validity stated in the offer, the prices of the offered products and/or services not increased.

The validity period of offers is as stated on the website and/or so long stock lasts.

Notwithstanding the previous paragraph, the entrepreneur may purchase products or services whose prices are subject to fluctuations in the financial market and where the entrepreneur has no influence on, with variable prices. This one subject to fluctuations and the fact that any prices quoted are target prices, be at the offer stated.

- a. this it are the result of statutory regulations or provisions; or
- b. the consumer and/or business customer has the authority to conclude the agreement say of from the day on which the price increase takes effect.

The prices stated in the offer of products or services are exclusive and including VAT stated.

All prices are subject to printing and typographical errors. For the consequences of printing and typing errors no liability is accepted. In the case of printing and typesetting errors, the entrepreneur is not obliged to deliver the product according to the incorrect price.

## **Article 10 - Conformity and Guarantee**

The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, to the reasonable requirements of reliability and/or usability and the on the date of the conclusion of the agreement existing legal provisions and/or government regulations. In the event that agreed, the entrepreneur also guarantees that the product is suitable in front of other than normal use.

A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer and/or business customer under of the agreement opposite the entrepreneur can assert.

Any defects or incorrectly delivered products must be submitted within 4 weeks after delivery to the entrepreneur in writing. Return of the products must be in the original packaging and in the condition as it was product by means of the entrepreneur has been sent in progress.

The following applies to new products: The entrepreneur's warranty period corresponds to the manufacturer's warranty period. The following applies to used products: the STIBA warranty conditions as provided by the entrepreneur. However, the entrepreneur is too never responsible for the ultimate suitability of the products for each individual application by the consumer and/or business customer, nor for Any advice regarding the use or the application of the products.

The warranty applies not in the event that:

The consumer and/or business customer has repaired the delivered products themselves and/or edited or by means of third parties has have it repaired and/or edit;

The delivered products have been exposed to abnormal conditions or otherwise careless or contrary to the instructions of the entrepreneur and/or have been treated on the packaging;

The defectiveness is wholly or partly the result of regulations that government has made or will make with regard to the nature or quality of the applied materials.

## **Article 11 - Delivery and performance**

The entrepreneur will take the greatest possible care when entering receiving and executing orders for products and rating from applications to provision of services.

The place of delivery is the address that the consumer and/or business customer company knowable has created.

With due observance of what is stated about this in paragraph 4 of this article, the company accepted orders expeditiously but at the latest within 30 days, unless the consumer and/or business customer has agreed to a longer delivery time. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer and/or business customer thereof no later than 30 days after he placed the order posted has message. The consumer and/or commercial customer has in Which case the right to dissolve the agreement without costs. The consumer and/or business customer has no right on compensation.

All delivery times are indicative. Any specified deadlines may be met by the consumer and/or business customer do not derive any rights. Exceeding a term gives the consumer and/or commercial customer no straight on compensation.

In the event of dissolution in accordance with paragraph 3 of this article, the entrepreneur will amount that the consumer and/or business customer has paid as soon as possible, but no later than 14 days after dissolution, pay back.

If delivery of an ordered product proves to be impossible, the entrepreneur will make every effort to make a replacement item available. Appearance at the delivery will be communicated in a clear and comprehensible manner that a replacement item is delivered. The right of withdrawal is not possible for replacement items are excluded. The costs of any return shipment are for the account of the entrepreneur.

The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer and/or business customer or designated representative and made known to the entrepreneur, unless express otherwise made an agreement.

## **Article 12 - Payment**

All products purchased by the consumer and/or business customer serve in advance or upon delivery of the product to be paid.

In the event that otherwise is agreed, serve the by means of the consumer and/or commercial customer amounts owed must be paid within 7 working days after commencement of the cooling-off period as referred to in Article 6 paragraph 1. In the event of an agreement to the provision of a service, this period commences after the consumer and/or commercial customer the confirmation of the agreement has receive.

The consumer and/or business customer has the duty to correct inaccuracies in provided or stated payment details immediately to the entrepreneur to report.

In the event of non-payment by the consumer and/or business customer, the entrepreneur, subject to legal restrictions, the right to consumer and/or business customer to charge reasonable costs made known bring.

## **Article 13 - Liability**

Entrepreneur is only liable towards consumer and/or business customer for: damage that is the foreseeable and direct consequence of an attributable failure on the part of the Entrepreneur in the performance of his obligations from the agreement among it and the consumer and/or commercial customer. every form of consequential or indirect damage is excluded from compensation. Below is understood to include: trading loss, delay damage (other than legal interest), loss due to depreciation, loss of enjoyment, loss of profit, or suffered loss, damage in connection with towing or replacement costs transport or rental and lease costs, damage due to extra transport costs, damage to (goods of) third parties, cargo damage, damage due to infringement of patents, licenses or other rights of third parties arising from use of by or on behalf of data provided to the consumer and/or business customer, or damage or loss, for whatever reason, from the consumer and/or business customer's disposal specified raw materials, semi-finished products, models, tools and other items, as well as personal or immaterial damage.

Insofar as the Entrepreneur is obliged by virtue of the provisions of paragraph 1 above: to compensate damage only concerns the damage against which he is insured at least reasonably should have been insured, on the understanding that nevera higher than the maximum insured or reasonably insurable amount for reimbursement is eligible. The provisions herein are intended to damage ceiling fixed to lay.

With regard to the state of the work delivered by the Entrepreneur and/or goods extends its liability towards the consumer and/or business customer not further from then is described in the warranty conditions, like determined in article 14. Consumer and/or business customer do not have the rights that the law consumer and/or business customer not acting in the exercise of a profession or company on that basis, such as the right under Book 7 of the Dutch Civil Code that the case is delivery to the agreement answers.

Any other claim for damages, for whatever reason, is excluded.

Consumer and/or business customer indemnifies Entrepreneur against all claims from third parties, unless Entrepreneur according to this article is liable.

Our liability is limited to deliveries of goods within the mainland from Europe. Any claim for damages in connection with a (onward) delivery to a non-European country or an overseas territory of a European country, is excluded.

#### **Article 14 - Force Majeure**

In the event that the execution of an agreement for the Entrepreneur as a result force majeure becomes difficult or impossible, he is entitled to cancel the agreement, insofar as this has not yet been carried out, by means of a written statement to terminate, with notification to the consumer and/or business customer of the circumstances which hinders further implementation or to make impossible.

Under force majeure within the meaning of these terms and conditions, inter alia, therefore notexhausting, to hear:

- war or a similar situation, riot, sabotage;
- fire, lightning strike, explosion, outflow of hazardous substances or gasses;
- power failure, factory or operational failure of any kindalso;
- boycott, company occupation, blockade to the extent performed by others than atEntrepreneur employed being employees;
- transportation barriers, frost, in and export bans;
- non-attributable shortcoming(s) of third parties, by the Entrepreneur for the benefit ofthe execution of the agreement switched on;
- caused all hindrances by means of government measures;
- epidemics;
- theft, embezzlement or damage to items from warehouse, workshop or other business premises from Entrepreneur, or during transport;
- as well as any (other) circumstance that interferes with the normal course of business of Entrepreneur is hindered, as a result of which the fulfillment of the agreement cannot reasonably be required of the Entrepreneur. It in this paragraph certain also applies if these circumstances are suppliers of the Entrepreneurand others by it involved third parties.

If a force majeure situation occurs on the part of the Entrepreneur, he will inform the consumer and/or business customer as soon as possible, under the notice or delivery is still possible and if so, within what period.

If delivery has not become permanently impossible as a result of force majeure, but not yet within a period of 3 months after the agreed delivery date, both parties are entitled to terminate the agreement terminate it by notifying the other party in writing, withoutthat one party is entitled to compensation against the other party. Such notification must be made within 1 week after the (receipt of the) notice as before referred to in paragraph 3.

### **Article 15 - Complaints procedure**

The entrepreneur has a sufficiently publicized complaints procedureand treats the complaint in accordance with this complaints procedure.

Complaints about the implementation of the agreement must be submitted within 14 days after delivery fully and clearly described and submitted in writing to the entrepreneur.

Complaints submitted to the entrepreneur will be processed within a period of 14 days calculated from the date of receipt. If a complaint is a requires a foreseeable longer processing time, will be determined by the entrepreneur within the within 14 days to reply with a notice of receipt and an indication when the consumer and/or business customer can provide a more detailed answer to expect.

If the complaint cannot be resolved by mutual agreement, a dispute arises Which susceptible is for the dispute settlement.

In the event of complaints, a consumer and/or business customer must first contact the entrepreneur. In the event of complaints that cannot be resolved in mutual consultation, the consumer and/or business customer to contact Stichting WebwinkelKeur ([www.webwinkelkeur.nl](http://www.webwinkelkeur.nl)), this will mediate for free. If there is still no solution, then the consumer and/or business customer has the possibility to submit his complaint to Stichting GeschilOnline ([www.geschilonline.com](http://www.geschilonline.com)). to be treated. The decision of this is binding and both entrepreneur and consumer and/or business customer agree to this binding decision. To the submitting a dispute to this disputes committee, there are costs associated with must be paid by the consumer and/or business customer to the relevant Commission. It is also possible to register complaints via the European ODR platform ( <http://ec.europa.eu/odr> ).

A complaint does not suspend the entrepreneur's obligations, unless the entrepreneur in writing other indicates.

If a complaint is found to be well-founded by the entrepreneur, the entrepreneur will at its option or replace or repair the delivered products free of charge. In the event that the entrepreneur cannot supply a replaceable product, he will supply it by the consumer and / or business customer amount paid for the product pay back.

## **Article 16 - Disputes**

On agreements between the entrepreneur and the consumer and/or business customer to which these general terms and conditions relate, is exclusively Dutch applicable law. Even if the consumer and/or business customer resides in the abroad.

It Vienna Sales Convention is not applicable.

## **Article 17 - Additional or deviating provisions**

Additional provisions or provisions that deviate from these general terms and conditions may not be and serve to the detriment of the consumer and/or business customer written to be recorded or in such a way that this by the

become a consumer and/or business customer in an accessible way stored on a durable data carrier.