

## Terms and Conditions

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General Terms and Conditions of Pasma Parts, located in Kootstertille  
Version valid from March 2017

### 1. General

- 1 These general terms and conditions apply to all offers from Pasma Parts. The conditions are accessible to everyone and included on the Pasma Parts website. On request we will send you a written copy.
- 2 By placing an order you indicate that you agree with the agree to the delivery and payment terms. Pasma Parts reserves the right to change its delivery and/or payment conditions after the term has expired.
- 3 Unless otherwise agreed in writing, the general or specific terms and conditions or stipulations of third parties are not recognized by Pasma Parts.
- 4 Pasma Parts guarantees that the delivered product complies with the agreement and meets the specifications stated in the offer.

### 2. Delivery

- 1 Delivery takes place while stocks last.
- 2 In the context of the rules of distance purchasing, Pasma Parts fulfill orders at least within 30 days. If this is not possible (because the ordered item is out of stock or no longer available), or there is a delay for other reasons, or an order cannot or can only be partially executed, the consumer will receive information within 1 month after placing the order. order and in that case he has the right to cancel the order without costs and notice of default.
- 3 Pasma Parts' delivery obligation will, unless proven otherwise, be fulfilled as soon as the goods delivered by Pasma Parts have been offered to the customer. In the case of home delivery, the carrier's report, containing the refusal of acceptance, serves as full proof of the offer of delivery.
- 4 All terms stated on the website are indicative. To the the stated periods therefore no rights can be derived.

### 3. Prices

- 1 Prices will not be increased within the term of the offer, unless legal measures make this necessary or if the manufacturer implements interim price increases.

- 2 All prices on the site are subject to printing and typographical errors. No liability is accepted for the consequences of printing and typographical errors.
- 3 All prices on the site are in Euros and include 21% VAT.

#### 4. Trial period / right of withdrawal

- 1 If it concerns a consumer purchase, in accordance with the Distance Selling Act (Article 7:5 of the Dutch Civil Code), the customer has the right to return (part of) the delivered goods within a period of 7 working days without giving any reason, provided that the exceptions mentioned in point 4.2 are met. This period starts when the ordered goods have been delivered. If the customer has not returned the delivered goods to Pasma Parts after this period, the purchase is a fact. Before returning the product, the customer is obliged to notify Pasma Parts in writing within 7 working days after delivery. The customer must prove that the delivered goods have been returned on time, for example by means of proof of postal delivery. The goods must be returned in the original packaging (including accessories and associated documentation) and in new condition. If the goods have been used, encumbered or damaged in any way by the customer, the right to termination within the meaning of this paragraph lapses. Taking into account what has been determined in the previous sentence, Pasma Parts will ensure that the full purchase amount including the calculated shipping costs will be refunded to the customer within 30 days after receipt of the return shipment. Returning the delivered goods is entirely at the expense and risk of the customer.
- 2 The right of withdrawal does not apply to:
  - electronic parts, where there is always consultation first must take place with Pasma Parts and they must give express permission for the return.  
If electronic parts may be returned, a €10 administration fee will be charged.
  - services the performance of which, with the consumer's consent, has started before a period of seven working days
  - goods or services whose price is subject to fluctuations in the financial market, over which the supplier has no influence
  - goods that are manufactured according to consumer specifications, for example custom-made, or that have a clearly personal character
  - for goods or services that cannot be returned due to their nature, for example due to hygiene or that can spoil or age quickly

- audio and video recordings and computer software of which the consumer has broken the seal
- the supply of newspapers and magazines; for the services of betting and lotteries

#### 5. Data management

- 1 If you place an order with Pasma Parts, your details will be included in the Pasma Parts customer database. Pasma Parts complies with the Personal Records Act and will not provide your data to third parties. See our Privacy Policy.
- 2 Pasma Parts respects the privacy of the users of the website and ensures confidential treatment of your personal data.
- 3 Pasma Parts uses a mailing list in some cases.  
Each mailing contains instructions to remove yourself from this list.

#### 6. Warranty and Conformity

- 1 The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the legal requirements existing on the date of the conclusion of the agreement. provisions and/or government regulations.
- 2 A scheme offered as a guarantee by the entrepreneur, manufacturer or importer does not affect the rights and claims that the consumer can assert towards the entrepreneur in connection with a shortcoming in the fulfillment of the entrepreneur's obligations under the law. and/or the distance contract.
- 3 The customer is obliged to immediately check the delivered goods upon receipt. If it appears that the delivered item is incorrect, defective or incomplete, the customer must immediately report these defects in writing to Pasma Parts (before returning it to Pasma Parts). Any defects or incorrectly delivered goods must and can be reported to Pasma Parts in writing up to a maximum of 2 months after delivery. The goods must be returned in the original packaging (including accessories and associated documentation) and in new condition. Putting into use after discovery of a defect, damage occurring after discovery of a defect, encumbrance and/or resale after discovery of a defect, completely voids this right to complain and return.
- 4 If complaints from the customer are found to be well-founded by Pasma Parts, Pasma Parts will, at its option, replace the delivered goods free of charge or make a written arrangement with the customer regarding compensation, on the understanding that the liability of Pasma Parts and therefore the amount of compensation is always limited to a maximum of the invoice amount of the goods in question, or (according to

choice of Pasma Parts) up to the maximum amount covered in the relevant case by Pasma Parts' liability insurance. Any liability of Pasma Parts for any other form of damage is excluded, including additional compensation in any form whatsoever, compensation for indirect damage or consequential damage or damage due to lost profits.

- 5 Pasma Parts is not liable for damage caused by intent or equivalent deliberate recklessness of non-managerial staff.
- 6 This warranty does not apply if: A) and as long as the customer owes Pasma Parts are defective; B) the customer has repaired and/or processed the delivered goods himself or has had them repaired/or processed by third parties. C) the delivered goods have been exposed to abnormal conditions or have otherwise been treated carelessly or have been treated contrary to the instructions of Pasma Parts and/or instructions for use on the packaging; D) the defect is wholly or partly the result of regulations that the government has imposed or will impose with regard to the nature or quality of the materials used;

## **7. Offers**

- 1 Offers are without obligation, unless stated otherwise in the offer.
- 2 If the buyer accepts a non-binding offer, Pasma Parts reserves the right to revoke or deviate from the offer within 3 working days after receipt of that acceptance.
- 3 Verbal commitments only bind Pasma Parts after these have been expressly confirmed in writing.
- 4 Offers from Pasma Parts do not automatically apply to repeat orders.
- 5 Pasma Parts cannot be held to its offer if the customer should have understood that the offer, or part thereof, contained an obvious mistake or typo.
- 6 Additions, changes and/or further agreements are only effective if agreed in writing.

## **8. Agreement**

- 1 An agreement between Pasma Parts and a customer is concluded after an order has been assessed for feasibility by Pasma Parts.
- 2 Pasma Parts reserves the right not to accept orders or assignments without giving reasons or to accept them only on the condition that the shipment is made cash on delivery or after payment in advance.

## **10. Force majeure**

- 1 Pasma Parts is not liable if and to the extent that it is obligations cannot be fulfilled due to force majeure.
- 2 Force majeure means any external cause, as well as any circumstance that should not reasonably be at its risk. Delays or failure to perform by our suppliers, disruptions to the Internet, disruptions to electricity, disruptions to e-mail traffic and disruptions or changes to technology supplied by third parties, transport difficulties, strikes, government measures, supply delays, negligence of suppliers and/or or manufacturers of Pasma Parts as well as auxiliary persons, illness of personnel, defects in auxiliary equipment or means of transport expressly count as force majeure.
- 3 Pasma Parts reserves the right to suspend its obligations in the event of force majeure and is also entitled to dissolve the agreement in whole or in part, or to demand that the content of the agreement be changed in such a way that execution remains possible. Under no circumstances is Pasma Parts obliged to pay any fine or compensation.
- 4 If Pasma Parts has already partially fulfilled its obligations when the force majeure occurs, or can only partially fulfill its obligations, it is entitled to invoice separately for the part already delivered or the deliverable part and the customer is obliged to pay this invoice as it was a separate contract. However, this does not apply if the part already delivered or deliverable has no independent value.

## **11.Liability**

- 1 Pasma Parts is not liable for damage to vehicles or other objects caused by incorrect use of the products.  
Before use, read the instructions on the packaging and/or consult our website.

## **12.Retention of title**

- 1 Ownership of all products sold by Pasma Parts to the customer delivered goods remain with Pasma Parts as long as the customer has not paid Pasma Parts' claims under the agreement or previous or later similar agreements, as long as the customer has not yet paid for the work performed or yet to be performed under this or similar agreements and as long as the customer has not yet paid Pasma Parts' claims due to failure to comply with such obligations, including claims regarding fines, interest and costs, all as referred to in Article 3:92 of the Dutch Civil Code.
- 2 The goods delivered by Pasma Parts that fall under the retention of title may only be used in the context of a normal

business operations are resold and never used as a means of payment.

- 3 The customer is not entitled to pledge or encumber the items subject to the retention of title in any other way.
- 4 The customer already gives unconditionally and irrevocably permission to Pasma Parts or a third party to be appointed by Pasma Parts, in all cases in which Pasma Parts wishes to exercise its ownership rights, to enter all those places where its property will be located and to take those items there.
- 5 If third parties seize the property subject to retention of title delivered goods or wish to establish or enforce rights thereon, the customer is obliged to inform Pasma Parts of this as soon as can reasonably be expected.
- 6 The customer undertakes to deliver goods subject to retention of title to insure goods and keep them insured against fire, explosion and water damage as well as against theft and to make the policy of this insurance available for inspection to Pasma Parts upon first request.

#### 13. Applicable law/competent court

- 1 Dutch law applies to all agreements.
- 2 Disputes arising from an agreement between Pasma Parts and the buyer, which cannot be resolved by mutual agreement, will be dealt with by the competent court within the district, unless Pasma Parts prefers to submit the difference to the competent court of the place of residence of the buyer, and with the exception of those disputes that fall within the jurisdiction of the subdistrict court judge.