

## General Terms and Conditions of Van Deijne

### 1. Definitions

Seller: Van Deijne Onderdelen Uden B.V., Van Deijne, Europese Auto-Onderdelen B.V. trading as Van Deijne Volvo Onderdelen, and Van Deijne, Japanse Auto-Onderdelen B.V.

Buyers: (legal) persons who enter into a purchase agreement with the Seller

Consumers: natural persons not acting in the course of a profession or business

### 2. Purpose

The Seller is primarily focused on the sale and delivery of products to buyers but also sells and delivers to consumers.

### 3. Applicability

4. These terms and conditions apply to all agreements entered into by the Seller.

5. Additions or deviations are only valid if agreed upon in writing and explicitly confirmed in writing by the Seller.

6. The applicability of purchasing conditions from third parties is expressly excluded.

### 7. Quotations and Offers

8. All quotations and/or offers (including catalogues, price lists, and other printed materials) are indicative and non-binding, unless a specific acceptance period is stated. If no acceptance period is stated, the quotation or offer does not create any rights if the item concerned is no longer available.

9. Quotations and/or offers do not automatically apply to future orders.

10. The Seller cannot be held to quotations and/or offers if the Buyer should reasonably understand that they contain an obvious mistake or error.

11. Prices stated in a quotation or offer are exclusive of VAT and other government levies and are based on delivery ex works, unless otherwise stated.

### 12. Delivery

13. Delivery takes place ex works, warehouse, or shop, at the Seller's discretion. The Buyer has an obligation to accept delivery unless mandatory law dictates otherwise.

14. Transport of parts by the Seller is entirely at the Buyer's expense and risk.

15. The risk passes to the Buyer when the Seller notifies the Buyer that the goods are ready for delivery or have been dispatched, even if ownership has not yet transferred. The Buyer remains liable for payment, regardless of any loss or damage not attributable to the Seller.

### 16. Delivery Period

17. Any delivery times stated by the Seller are indicative and shall never be considered final.

18. The Seller is only in default after the Buyer has given formal written notice and allowed a reasonable additional period (minimum of 14 days) for performance. A shorter term set by the Buyer does not result in earlier default.

19. The Seller will notify the Buyer when the goods are ready for collection. If the Buyer fails to collect the goods within one week, the Seller is entitled to dissolve the agreement. The one-week period is considered a strict deadline.
20. Payment
21. Payment must be made immediately upon order unless otherwise agreed.
22. If payment at a later date is allowed, the payment term is 14 days from the invoice date. This term is final.
23. Failure to pay within the payment term places the Buyer in default without further notice.
24. From the moment of default, the Buyer owes interest of 1.5% per month on the outstanding amount.
25. If the Seller must hand over the claim for collection, all resulting costs are payable by the Buyer. Extrajudicial collection costs amount to at least 15% of the claim, with a minimum of €150. For consumers, the statutory maximum for such costs applies.
26. Retention of Title
27. All delivered and yet-to-be-delivered goods remain the Seller's property until all claims, including interest and costs, are fully paid.
28. Before ownership transfers, the Buyer may not sell, deliver, or otherwise dispose of the goods, except in the normal course of business. Upon request, the Buyer must cooperate in establishing a pledge on receivables arising from resale.
29. The Buyer is not allowed to pledge or otherwise encumber the goods before ownership has transferred.
30. The Buyer must store and insure the goods properly and keep them identifiable as the Seller's property.
31. The Seller may reclaim goods under retention of title if the Buyer fails to meet payment obligations or faces financial difficulties. The Buyer must allow the Seller access to inspect or repossess the goods. Costs of repossession are for the Buyer's account.
32. If retention of title cannot be invoked because goods have been mixed, transformed, or incorporated, the Buyer must pledge the newly formed goods to the Seller and perform the necessary acts to establish this.
33. Warranties and Complaints
34. The Seller provides a three-month warranty unless otherwise stated or agreed. If the goods were manufactured by a third party, the warranty is limited to that provided by the manufacturer.
35. The Buyer must inspect the goods immediately upon receipt. Visible defects must be reported in writing within eight days of delivery, and hidden defects within eight days after discovery. For consumers, a two-month complaint period applies in accordance with Article 7:23 of the Dutch Civil Code.

36. Complaints must be submitted in writing with a detailed description of the defect. The Seller must be given the opportunity to investigate the complaint.
37. A timely complaint does not suspend the Buyer's payment obligation.
38. Failure to complain in time voids the right to repair, replacement, or compensation.
39. If a defect is established and the complaint is timely, the Seller will, at its discretion, either replace, repair, or reimburse the goods within a reasonable time.
40. If a complaint is unfounded, all resulting costs, including investigation costs, are payable by the Buyer.
41. After the warranty period, all repair or replacement costs, including administration, shipping, and call-out costs, are charged to the Buyer.
42. Warranty lapses in cases of improper or incorrect use, storage, or maintenance; alterations or attempted alterations; attachment of unsuitable items; or processing contrary to instructions. Warranty also lapses for defects caused by external circumstances beyond the Seller's control, such as extreme weather conditions.
43. Suspension and Termination
44. The Buyer cannot suspend or dissolve the agreement if already in default.
45. Dissolution by the Buyer must be preceded by a written notice of default granting a reasonable period for compliance as stated in Article 6(2).
46. If the Buyer dissolves the agreement, all work already performed and goods ordered or prepared, plus any related costs, will be charged in full.
47. The Seller may dissolve the agreement immediately in case of liquidation, suspension of payments, bankruptcy, seizure, debt restructuring, or any situation limiting the Buyer's financial freedom. All Seller's claims then become immediately due.
48. If the Seller suspends or dissolves the agreement, it is not liable for any damages resulting therefrom.
49. If the suspension or dissolution is attributable to the Buyer, the Buyer is liable for all resulting damages and costs.
50. Consumers may cancel distance purchases within 14 days after receipt, as per Article 6:230o BW. Return shipping costs are borne by the consumer. No right of withdrawal exists for customized goods or other exceptions under Article 6:230p BW.
51. Returned goods must be in their original packaging and condition within 14 days after withdrawal. Refunds are made only if goods are returned in the same condition as delivered. Used or modified goods are not eligible for return or refund.
52. Force Majeure
53. The Seller is not obliged to fulfill any obligation if prevented by circumstances beyond its control.

54. Force majeure includes, but is not limited to: war, weather conditions, fire, riots, vandalism, sabotage, boycott, blockade, strike, government measures, machinery failure, business disruptions, or supplier/transport delays.
55. In such cases, the Seller may suspend obligations or dissolve the agreement without liability for damages.
56. The Seller may also invoke force majeure if it arises after the time performance was due.
57. Liability
58. The Seller is not liable for damages unless the Buyer proves intent or gross negligence, unless mandatory law dictates otherwise.
59. The Seller is only liable for direct damages, including reasonable costs for determining cause and extent, remedying performance, and preventing or limiting damage.
60. The Seller is never liable for indirect damages such as consequential loss, lost profits, missed savings, or business interruption.
61. Liability is limited to the amount paid by the Seller's insurer. If no insurance payment is made, liability is limited to the invoice value (excluding VAT) of the related delivery, up to a maximum of €3,500.
62. Auto parts must be installed properly and professionally. The Seller is not liable for any damage resulting from improper installation or use unless the Buyer proves the installation had no impact on the damage.
63. The Buyer indemnifies the Seller against third-party claims arising from non-compliance with the above.
64. This limitation of liability does not apply to consumers insofar as prohibited under Article 6:236(h) BW.
65. Disputes
66. All disputes are governed by Dutch law. The Vienna Sales Convention (CISG) does not apply.
67. All disputes will be submitted to the (district) court of Oost-Brabant in 's-Hertogenbosch, though the Seller may choose another competent court.
68. For consumers residing outside the Netherlands, disputes will also be brought before the (district) court of Oost-Brabant in 's-Hertogenbosch.
69. Filing  
These terms and conditions have been filed with the Registry of the Court of Oost-Brabant under number 30/2019.