

INTERNAL REGULATIONS - BakkerParts: GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. Applicability

1.1 These general terms and conditions apply to the conclusion by BakkerParts of agreements for the sale and/or delivery of used vehicle parts and to the execution of such agreements. The BakkerParts Warranty Terms and Conditions apply to these agreements for the sale and/or delivery of used vehicle parts.

1.2 Deviations and/or additions to these general terms and conditions are only binding on BakkerParts insofar as it has explicitly recorded the validity thereof in writing.

2. Agreement

2.1 If the agreement is entered into in writing or electronically, it will be concluded on the day of signing the contract by BakkerParts, respectively on the day of sending the written or electronic order confirmation by BakkerParts.

2.2 Verbal promises by and agreements with subordinates of BakkerParts are not binding on BakkerParts until after and insofar as they have been confirmed by BakkerParts in writing or electronically.

3. Prices

3.1 Unless otherwise indicated, all amounts excluding deduction or discount and including VAT, whether or not calculated via the V.A.T. margin scheme of BakkerParts.

3.2 Prices are calculated for delivery ex company, unless explicitly stated otherwise.

3.3 Quotation of prices, of items offered for sale and of specifications contained in general offers are without obligation. They are not binding on BakkerParts and the buyer cannot invoke them, unless otherwise agreed or indicated.

4. Delivery

4.1 Delivery takes place ex workshop, warehouse or shop at the discretion of BakkerParts. The buyer is obliged to purchase, unless BakkerParts does not have a reasonable interest in doing so.

4.2 As soon as the item is ready for delivery or shipment, the buyer bears the risk for all direct and indirect damage that may arise to or as a result of the item, except insofar as it is due to gross negligence on the part of BakkerParts. If the buyer remains in default with the purchase of the item after notice of default, BakkerParts will be entitled to dissolve the agreement without judicial intervention and to charge the costs of storage of the item to the buyer.

4.3 The sold goods will be delivered immediately in the condition in which they are at the time of conclusion of the agreement.

4.4 Transport and shipment of sold goods by BakkerParts takes place entirely at the expense and risk of the buyer.

5. Delivery time

5.1 Delivery times are determined in consultation and approximately by BakkerParts. Delivery times can never be regarded as a strict deadline. The delivery time starts with verbal and written order confirmation.

5.2 In the event of late delivery, BakkerParts is not liable for damage suffered by the buyer due to late delivery, unless the buyer has given BakkerParts written notice of default, whereby the buyer must grant BakkerParts a period of at least half of the originally agreed delivery time to still meet its obligations.

5.3 Insofar as the law permits, an agreement cannot be dissolved by the buyer due to exceeding the deadline, unless the term referred to at the end of paragraph 2 of this article has expired and the buyer cannot be required to maintain the agreement.

6. Payment

6.1 Unless otherwise agreed, payment will be made in cash. In the case of distance selling, BakkerParts can offer the buyer various payment options, including Ideal, Mollie and credit cards in a secure location.

environment and the possibility of one-time authorization. Bank details of the buyer will not be stored by BakkerParts. The buyer is aware that payment via the internet may involve risks.

Payments made over the internet are at the buyer's own risk. BakkerParts is not liable for the way in which the buyer makes payments.

6.2 In the case of purchase on invoice, payment must be received within fourteen days of the invoice date.

6.3 If no payment has been made on the due date, or has not been paid on time or in full, the buyer will be in default, without the need for notice of default or reminder, and will owe the statutory interest on the overdue amount per month or part of a month, calculated from the due date.

6.4 In the event of paragraph 3 of this article, BakkerParts has the right to reclaim the purchased goods by means of an extrajudicial declaration within the period of Article 7:44 of the Dutch Civil Code. As a result of this statement, the purchase is dissolved.

6.5 All costs, both judicial and extrajudicial - those of collection agencies, bailiffs, including lawyers - that are for BakkerParts related to the enforcement of its rights against the buyer, will be borne by the buyer. The extrajudicial collection costs are calculated in accordance with the collection rate of the Dutch Bar Association for debt collections, with a minimum of € 50.00.

7. Retention of title

7.1 As long as the buyer has not fully complied with what is owed to BakkerParts on account of or in connection with delivery, goods already delivered remain the property of BakkerParts.

7.2 The buyer is not entitled to deliver delivered goods - as long as they have not been paid for - to third parties, to give them on loan, to pledge them or to transfer ownership.

7.3 The buyer bears the risk for unpaid goods with regard to all damage, direct and indirect, which will be caused by him or any other person.

8. Shortcomings/complaints

8.1 The Buyer is obliged to carefully check deliveries after execution for any shortcomings in the form of deviations from specifications and other observable shortcomings. Shortcomings must be reported to BakkerParts immediately, but no later than 8 days after delivery of the item. This notification must be made in writing and must be accompanied by a description of the shortcoming found, stating the invoice and the invoice number.

8.2 The buyer must enable BakkerParts to check the shortcoming found. Failure to comply with the provisions of this paragraph will result in the forfeiture of the buyer's right to invoke shortcomings that he could reasonably have discovered during a careful inspection within the aforementioned period.

8.3 The Buyer must reimburse BakkerParts for the costs of unfounded complaints.

8.4 The provisions of this article 8 apply with due observance of the provisions of article 8 of the Guarantee Conditions of BakkerParts.

9. Force Majeure

9.1 If BakkerParts fails to comply with the obligation towards Koper, this failure cannot be attributed to BakkerParts if BakkerParts is hindered or made impossible by a circumstance - whether foreseeable or unforeseeable - that is beyond the control of BakkerParts, such as, but not limited to: - shortcomings on the part of suppliers/transporters; - war, riot or similar situations; - sabotage, boycott, strike or occupation; - machinery damage; - theft from the warehouses; - business disorders; - measures taken by the government; - bad weather; -Lightning; -fire.

9.2 If a situation referred to in paragraph 1 of this article occurs, BakkerParts is not liable for any resulting damage to the buyer and BakkerParts may, at its own discretion, suspend the fulfilment of its obligations or dissolve the agreement in whole or in part without judicial intervention without being obliged to pay any compensation.

10. Use of the case

10.1 The Buyer must use the delivered goods in accordance with their nature and purpose and with due observance of all legal instructions for use and, where applicable, instructions for use prescribed by BakkerParts.

10.2 If the buyer does not use the delivered goods in accordance with the provisions of paragraph 1 of this article and the buyer holds BakkerParts liable for damage suffered in connection with the use of the delivered goods, the buyer must prove that damage is the result of a defect in the goods delivered by BakkerParts and not of the use other than in accordance with paragraph 1 of this article.

10.3 Without prejudice to the provisions of article 11 and paragraph 2 of this article, BakkerParts is never liable for personal injury if the buyer has acted in violation of the provisions of paragraph 1 of this article. To the extent permitted by law, the Buyer must indemnify BakkerParts against claims from employees or other third parties, in particular customers, if they have not taken note of the instructions for use arising from paragraph 1 of this article.

11. Liability

11.1 For damage from or in connection with deliveries for which BakkerParts can be held legally liable, insofar as mandatory provisions do not provide otherwise, the liability of BakkerParts does not exceed the invoice amount.

11.2 Damage, insofar as it consists of loss of profit or reduced revenue and all other indirect or consequential damage, such as trading loss or any compensation or penalty owed by the buyer to third parties, is in no way eligible for compensation, unless otherwise stipulated by mandatory law.

11.3 Except insofar as BakkerParts is subject to any liability pursuant to Section 3 of Title 3 of Book 6 of the Dutch Civil Code and insofar as the law permits, the buyer indemnifies BakkerParts against claims on any account whatsoever from third parties who claim to have suffered damage as a result of the purchased or any act or omission of BakkerParts in the context of the execution of the agreement, unless the buyer demonstrates that BakkerParts is liable in the relationship with the buyer and must compensate the buyer for this damage.

11.4 Under penalty of forfeiture of the right to compensation, BakkerParts will be granted all desired cooperation in the investigation into the cause, nature and extent of the damage for which compensation is claimed.

11.5 Article 9 of the Warranty Terms and Conditions applies mutatis mutandis.

12. Termination

12.1 Full or partial dissolution of the agreement will take place subsequently by a written statement from one of the parties entitled to do so. Before the buyer submits a written declaration of dissolution, the buyer must at all times first give BakkerParts written notice of default and grant it a reasonable period of time to properly comply with its obligations.

12.2 The buyer has no right to dissolve the agreement in whole or in part or to suspend his obligations if he himself has already been in default with the fulfilment of his obligations. For consumer purchasers, this provision is without prejudice to any power of suspension under any statutory provision.

12.3 If BakkerParts agrees to dissolution, without any default on its part, it is entitled to compensation for all financial loss, such as costs, loss of profit and reasonable costs for determining damage and liability.

12.4 In the event of partial dissolution, the buyer cannot claim the undoing of services already performed by BakkerParts and BakkerParts is fully entitled to payment for the services already performed by it, without prejudice to the right of BakkerParts to undo its performances and to claim compensation.

13. Disputes

13.1 All transactions between BakkerParts and the buyer are exclusively governed by Dutch law.

13.2 The complaints procedure does not affect the buyer's appeal to the competent court.

