

General Terms and Conditions

1. These general terms and conditions are binding and take precedence over all conflicting or differing conditions, unless an explicit mutual deviation has been agreed. These conditions also apply to online sales. This means that the provisions on distance selling included in the Civil Code and the WER apply, including the mandatory 14-day right of withdrawal for consumers. This 14-day period starts on the day the goods are received. Legislation requires an obligatory reference for online sales to the European platform for online dispute resolution: <http://leconomie.fgov.be/themas/verkoop/vomen-van-verkoop/verkoop-internet-e-commerce>. Online orders that are selected and confirmed imply immediate payment.
2. Price quotations are given for information purposes only and do not constitute an offer. Their validity is limited to the stated expiry date. An order becomes final only after written confirmation or online purchase. The seller expressly reserves the right to increase the agreed price, even after the date of the order confirmation, in case of a demonstrable price increase of one or more materials or in the event of an increase in the cost of raw materials required for those materials. The seller will always inform the customer of this in writing and in a timely manner.
3. The delivery period is always approximate. Exceeding this period can never give rise to annulment or termination of the contract. It also does not entitle either party to compensation unless clearly proven. For online sales, delivery must take place within 30 days. Unless otherwise agreed, the purchase is deemed accepted at the seller's registered office and transport to the buyer is at the buyer's expense and risk. Without prejudice to statutory provisions, the warranty may be adjusted in scope and duration for each separate purchase.
4. The seller provides engines (whether or not reconditioned), car parts and all related items without any guarantee regarding their installation, whether carried out by third parties or the consumer. Any issue during installation or otherwise cannot be guaranteed. However, before a dispute is initiated, the seller has the right to investigate the cause.
5. No damage to third parties caused during or by the delivery of the goods sold by the seller can be charged to the seller.
6. The seller accepts no responsibility for consequential damages inherent to the execution or installation of the delivered car parts. Any damage to the part caused by incorrect or faulty installation cannot fall under the seller's responsibility.

7. Disputes relating to defective or non-conforming goods, or relating to delivery, execution or invoicing, must be reported immediately and confirmed within 14 days after delivery, execution and/or invoicing, by registered mail or by email with acknowledgment of receipt. For hidden defects where the seller's liability may still arise, liability is limited to the necessary replacement of the item.
8. From the moment of delivery to the consumer, the consumer is fully responsible for any damage or loss of the goods. All delivered goods remain the property of the seller until full payment of the purchase price has been made.
9. All invoices are payable immediately on the invoice date at the seller's registered office. If payment is not made by the due date, interest of 10 percent per year or the statutory late-payment interest will be charged automatically and without notice until the actual payment date. A compensation fee of 10 percent of the invoice amount with a minimum of 100 euros is also due. In B2C transactions, maximum limits apply for a fixed compensation fee: 20 euros if the outstanding debt is 150 euros or less, 30 euros plus 10 percent of the outstanding debt between 150.01 euros and 500 euros, and 65 euros plus 5 percent of the outstanding debt with a maximum of 2000 euros. All this is increased by interest as defined in article 5 of the law on combating late payment of 2 August 2002.
10. In case of cancellation, termination or non-performance of the agreement by the buyer, a fixed compensation of 30 percent of the order value is due, with a minimum of 150 euros, without prejudice to higher proven damages.
11. The seller has the right to dissolve the agreement with immediate effect, automatically, without prior notice and without any compensation, in the following cases: (1) the client fails to comply with one or more obligations arising from the agreement, (2) in case of suspension of payment or any form of insolvency on the part of the client, and (3) in case of liquidation or cessation of the client's activities. In the event of dissolution, all claims of the seller become immediately due and payable and the client owes a fixed compensation of 20 percent, without prejudice to the right to claim higher damages.
12. The seller cannot be held liable for any damage or loss of income that the client may suffer as a result of a non-conforming or defective delivery.
13. The possible nullity of one of the clauses of these general terms and conditions does not affect the validity of the remaining clauses.
14. Any dispute arising from the purchase and sale must first be submitted to voluntary arbitration. Both parties appoint an expert who, within two weeks of their appointment, must reach a joint position that is binding on both buyer and seller. If no agreement is possible, either party retains the right to immediately

initiate legal proceedings. If one party chooses arbitration, this must be communicated to the other party, who must appoint their expert within ten days. If this does not happen, arbitration lapses and legal proceedings may begin immediately. Only the Courts of Antwerp are competent to hear disputes and claims under Belgian law.

15. These general terms and conditions are automatically accepted upon payment of this invoice.