

General Terms and Conditions of Allmotorparts BV, established in Kootstertille
Version valid from March 2017

1. General

- **1.1** These general terms and conditions apply to all offers from Allmotorparts BV. The terms and conditions are publicly available and can be found on the Allmotorparts BV website. We will send you a written copy upon request.
- **1.2** By placing an order, you agree to the terms of delivery and payment. Allmotorparts BV reserves the right to change its terms of delivery and/or payment after the expiration of the term.
- **1.3** Unless otherwise agreed in writing, the general or specific terms or conditions of third parties are not recognized by Allmotorparts BV.
- **1.4** Allmotorparts BV guarantees that the delivered product complies with the agreement and meets the specifications stated in the offer.
- **1.5** Allmotorparts BV is not liable for damage to vehicles or other objects caused by improper use of the products. Before use, please read the instructions on the packaging and/or consult the Allmotorparts BV website.

2. Delivery

- **2.1** Delivery will take place while stocks last.
- **2.2** In accordance with the rules of distance selling, Allmotorparts BV will execute orders within at least 30 days.
- **2.3** If this is not possible (because the order is out of stock or no longer available), or there is a delay for other reasons, or an order cannot be fulfilled or can only be partially fulfilled, the consumer will receive notification within one month of placing the order. In that case, the consumer has the right to cancel the order without charge and without notice of default.
- **2.4** Allmotorparts BV 's delivery obligation will be fulfilled, unless proven otherwise, as soon as the goods delivered by Allmotorparts BV have been offered to the buyer.
- **2.5** In the case of home delivery, the carrier's report containing the refusal of acceptance shall constitute full proof of the offer of delivery.
- **2.6** All delivery dates stated on the website are indicative. Therefore, no rights can be derived from these dates.

3. Prices

- **3.1** Prices will not be increased during the offer period unless legal measures make this necessary or if the manufacturer implements interim price increases.
- **3.2** All prices on the website are subject to printing and typographical errors. We accept no liability for the consequences of printing and typographical errors.
- **3.3** All prices on the site are in Euros and include 21% VAT, unless stated otherwise.

4. Inspection period / Right of withdrawal

- **4.1** In the case of a consumer purchase, the buyer has the right to return (part of) the delivered goods within a period of 14 working days without giving any reason.
- **4.2** This period commences at the moment the ordered items have been delivered.
- **4.3** If the **buyer** has not returned the delivered goods to Allmotorparts BV after this period, the purchase is a fact.
- **4.4** The purchaser must prove that the delivered goods have been returned on time, for example by means of proof of postal delivery.
- **4.5** Return of the items must be in the original packaging and in new condition.
- **4.6** If the goods have been used, encumbered or damaged in any way by the buyer, the right of cancellation within the meaning of this clause shall lapse.
- **4.7** Subject to the provisions of the previous sentence, Allmotorparts BV will ensure that the full purchase price, including the calculated shipping costs, is refunded to the buyer within 30 days of receipt of the return shipment.
- **4.8** The return of delivered goods is entirely at the expense and risk of the purchaser.

5. Data management

- **5.1** If you place an order with Allmotorparts BV, your information will be included in the Allmotorparts BV customer database. Allmotorparts BV complies with the Personal Data Protection Act and will not provide your information to third parties.
- **5.2** Allmotorparts BV respects the privacy of its website users and ensures that your personal data is treated confidentially.
- **5.3** Allmotorparts BV sometimes uses a mailing list. Each mailing includes instructions for removing yourself from this list.

6. Warranty and conformity

- **6.1** The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of

soundness and/or usability and the legal provisions and/or government regulations in force on the date the agreement is concluded.

- **6.2** Any guarantee offered by the entrepreneur, manufacturer or importer does not affect the rights and claims that the consumer can assert against the entrepreneur under the law and/or the distance contract in the event of a failure to fulfil the entrepreneur's obligations.
- **6.3 The buyer is obligated to inspect the delivered goods immediately upon receipt. If the delivered goods appear to be incorrect, defective, or incomplete, the buyer must** immediately report these defects to Allmotorparts BV in writing (before returning them to Allmotorparts BV). Any defects or incorrectly delivered goods must and can be reported to Allmotorparts BV in writing no later than two months after delivery .
- **6.4** Returns must be made in their original packaging and in new condition. Use after discovery of a defect, damage occurring after discovery of a defect, encumberment, and/or resale after discovery of a defect, will void the right to make a complaint and return the goods.

7. Agreements

- **7.1** An agreement between Allmotorparts BV and a customer is concluded after an order has been assessed for feasibility by Allmotorparts BV.
- **7.2** Allmotorparts BV reserves the right to refuse orders or assignments without stating reasons, or to accept them only on the condition that shipment is made cash on delivery or after advance payment.

8. Images and specifications

- **8.1** All images, photos, drawings, etc., including data regarding weights, dimensions, colors, images of labels, etc., on the Allmotorparts BV website are approximate only, are indicative, and cannot give rise to compensation or termination of the agreement.

9. Force Majeure

- **9.1** Allmotorparts BV shall not be liable if and to the extent that its obligations cannot be fulfilled due to force majeure.
- **9.2** Force majeure means any external cause, as well as any circumstance that cannot reasonably be considered to be at our risk. Delays or non-performance by our suppliers, internet disruptions, power outages, email disruptions, and disruptions or changes in technology supplied by third parties, transportation difficulties, strikes, government measures, supply delays, negligence by suppliers and/or manufacturers

of Allmotorparts BV and their assistants, illness of personnel, and defects in auxiliary equipment or means of transport are expressly considered force majeure.

- **9.3** In the event of force majeure, Allmotorparts BV reserves the right to suspend its obligations and is also entitled to terminate the agreement in whole or in part, or to demand that the content of the agreement be amended in such a way that performance remains possible. Under no circumstances is Allmotorparts BV obligated to pay any fines or damages.

10. Liability

- **10.1** Allmotorparts BV is not liable for damage to vehicles or other objects caused by improper use of the products. Consult the instructions on the packaging or website before use.

11. Retention of title

- **11.1** Allmotorparts BV retains ownership of the delivered goods until the buyer has fulfilled all obligations under the agreement(s). This includes claims for fines, interest, and costs.
- **11.2** The purchaser may not encumber the goods subject to retention of title, such as by pledging them.
- **11.3** The purchaser grants Allmotorparts BV permission to enter the places where the goods are located and to take them with it if Allmotorparts BV wishes to exercise its ownership rights.

12. Applicable law / competent court

- **12.1** Dutch law applies to all agreements.
- **12.2** Disputes will be submitted to the competent court in Leeuwarden, unless Allmotorparts BV chooses the court in the buyer's place of residence, or if the dispute falls within the jurisdiction of the subdistrict court.