

Terms and Conditions - v2

tomaxclassics

22-09-2025

General Terms and Conditions of Tomaxparts and Tomaxclassics

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Article 1 - Definitions

In these terms and conditions, the following terms are understood as:

- * Cooling-off period: The period during which the consumer can use their right of withdrawal.
- * Consumer: A natural person who does not act in the course of a business or profession and enters into a distance agreement with the entrepreneur.
- * Day: Calendar day.
- * Duration transaction: An agreement related to a series of products and/or services, whose delivery and/or supply obligation is spread over time.
- * Durable data carrier: Any medium that allows the consumer or entrepreneur to store information personally addressed to them, in a way that future consultation and unchanged reproduction of the stored information is possible.
- * Right of Withdrawal: The possibility for the consumer to cancel the distance agreement within the cooling-off period.
- * Model form: The model withdrawal form provided by the entrepreneur, which the consumer can fill out if they wish to exercise their right of withdrawal.
- * Entrepreneur: The natural or legal person offering products and/or services remotely to consumers.
- * Distance agreement: An agreement in the context of a system organized by the entrepreneur for remote sales of products and/or services, where communication techniques are used up to and including the conclusion of the agreement.
- * Technique for distance communication: A means that can be used to conclude an agreement without the consumer and entrepreneur being simultaneously in the same location.
- * General Terms and Conditions: These terms and conditions of the entrepreneur.

Article 2 - Identity of the Entrepreneur

- * Company Name: Tomaxparts
- * Contact Person: Frank Krijnen
- * Business Address: Steltacker 6, Hooge Mierde
- * Visit Address: Lange Voren 5, 5541RS Reusel
- * Phone: 06-18298736
- * Email: tomaxparts@gmail.com
- * Chamber of Commerce Number: 62197886
- * VAT Identification Number: NL142564473B01

(Note: For returns, please first contact customer service. Electrical parts are not returnable.)

Article 3 - Applicability

These general terms and conditions apply to every offer made by the entrepreneur and to every distance agreement and order between the entrepreneur and the consumer.

Before the distance agreement is concluded, the text of these terms and conditions will be made available to the consumer. If this is not reasonably possible, it will be stated before the agreement is concluded that the general terms and conditions are available for inspection and can be sent to the consumer free of charge upon request.

If the agreement is concluded electronically, the entrepreneur can make the terms and conditions available to the consumer electronically, in such a way that they can be easily stored on a durable data carrier.

If specific product or service terms are applicable in addition to these general terms and conditions, the previous paragraphs apply accordingly, and the consumer can always rely on the most favorable applicable provision in case of conflicting terms.

In case one or more provisions in these terms and conditions are wholly or partially invalid or are annulled, the remainder of the agreement and the terms and conditions will remain in effect. The invalid provision will be replaced by a provision that closely approximates the original intent.

Article 4 - The Offer

If an offer has a limited validity or is subject to conditions, this will be explicitly stated in the offer. The offer is non-binding. The entrepreneur is entitled to change and adapt the offer. The offer contains a complete and accurate description of the products and/or services offered. The description is detailed enough to allow the consumer to properly assess the offer. If the entrepreneur uses images, these are a truthful representation of the offered products and/or services. Obvious mistakes or errors in the offer do not bind the entrepreneur.

Article 5 - The Agreement

The agreement comes into effect at the moment the consumer accepts the offer and meets the associated conditions. If the consumer accepts the offer electronically, the entrepreneur will confirm the receipt of the acceptance electronically as soon as possible. As long as the receipt has not been confirmed by the entrepreneur, the consumer can cancel the agreement. The entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web environment.

Article 6 - Right of Withdrawal

* For products: The consumer has the right to cancel the agreement without providing any reasons within 14 days. This cooling-off period starts the day after the consumer receives the product or the representative of their choice.
* For services: The consumer can cancel the agreement within at least 14 days, starting the day of the agreement.

To exercise the right of withdrawal, the consumer must notify the entrepreneur within the cooling-off period and return the product within 14 days. If the product is not returned within the 14-day period, the sale is final. Electrical parts are not returnable.

Article 7 - Costs in Case of Withdrawal

If the consumer exercises their right of withdrawal, the cost of returning the product will be borne by the consumer. If the consumer has made a payment, the entrepreneur will refund the amount as soon as possible, but no later than 21 days after withdrawal, provided the product has been returned or proof of return is provided.

Article 8 - Exclusion of Right of Withdrawal

The entrepreneur may exclude the right of withdrawal for certain products, such as those made according to consumer specifications or personal items, or those that cannot be returned due to their nature (e.g., perishable goods).
Electrical parts are not returnable.

Article 9 - The Price

The prices of the products and/or services offered will not be increased during the validity of the offer, except for changes in VAT rates.
Price increases within 3 months after the agreement is concluded are only allowed if they result from legal regulations. Price increases after 3 months are only allowed if the consumer has agreed and is entitled to cancel the agreement.

Article 10 - Warranty Conditions

Except for electrical parts, sold and/or delivered vehicle parts are covered by warranty. Warranty claims are not transferable to third parties.
Any defects or incorrect deliveries must be reported within 7 days of delivery.
The warranty term corresponds to the manufacturer's warranty period. The entrepreneur is not responsible for the suitability of the products for individual use or for any advice regarding their application.
The consumer is not entitled to warranty if:

- * Incorrect or insufficient information has been provided about the vehicle specifications.
- * The installation of the product is faulty.
- * The product has been altered or used for another purpose.

Article 11 - Delivery and Execution

The entrepreneur will execute accepted orders with the utmost care and within 30 days unless otherwise agreed with the consumer.
If delivery is delayed or a product cannot be delivered, the consumer will be notified and may cancel the agreement.

Article 12 - Payment

The consumer must pay within 7 days of the cooling-off period starting, or within 7 days after receiving the confirmation of the agreement for services.
If payment is not made, the entrepreneur may charge reasonable costs for the payment recovery.

Article 13 - Complaints Procedure

The entrepreneur has a complaints procedure and will address complaints in accordance with this procedure.
Complaints should be submitted within 7 days after discovering the issue.
Complaints will be answered within 14 days.

Article 14 - Disputes

Dutch law applies to agreements between the entrepreneur and the consumer. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.