

General terms & conditions - v3

Cars on paper - automotive collectibles

01-04-2016

General Terms and Conditions of Cars on Paper - automotive collectibles

Clause 1. Applicability

1.1 To all offers, orders and agreements of Cars on Paper these General Terms and Conditions of Sale (hereinafter: the Terms and Conditions) shall apply, with the exclusion of any other general terms and conditions.

1.2 Acceptance of an offer or placement of an order shall imply that you accept the applicability of these Terms and Conditions.

1.3 Differences to the stipulations in these Terms and Conditions shall only be allowed after written approval, in which case the other stipulations shall remain in full force.

1.4 Any rights and entitlements, as negotiated in these Terms and Conditions and in any further agreements on behalf of Cars on Paper shall equally be negotiated on behalf of intermediaries and other third parties called in by Cars on Paper.

Clause 2. Offers/agreements

2.1 All offers of Cars on Paper shall be without engagement and Cars on Paper expressly reserves the right to change the prices, in particular if this is required by virtue of (legal) provisions.

2.2 An agreement shall only be concluded after acceptance of your order by Cars on Paper.

Cars on Paper will be entitled to reject orders or to connect specific conditions to the supply, unless expressly stipulated otherwise. If an order is not accepted, Cars on Paper shall inform this within ten (10) working days after receipt of the order.

Clause 3. Prices and payments

3.1 The prices quoted for the offered products and services are in Euros, inclusive of VAT and exclusive of postage, any taxes or other levies, unless stated otherwise or agreed on otherwise in writing.

3.2 Payment shall be effected without discount or setoff. The goods shall be supplied after payment of the full invoice amount in the account number specified during the ordering process.

3.3 Payment can be made in the manner or one of the manners as specified during the ordering process.

3.4 If the prices for the offered products and services increase in the period between placement of the order and the execution thereof, you will be entitled to cancel the order.

Clause 4. Delivery

4.1 The delivery dates specified by Cars on Paper shall only be indicative. If any delivery date is exceeded, this shall neither entitle you to damages nor entitle you to cancel your order or to dissolve the agreement, unless the delivery date has been exceeded to such an extent that you cannot be expected in reasonableness to leave the agreement intact. In such case you will be entitled to cancel the order or to dissolve the agreement insofar as that is necessary.

4.2 Delivery of the products shall take place at the place where and at the time when the products are ready for dispatch to you.

Clause 5. Retention of title

5.1 The title of the delivered products shall only pass to you after you have paid all that you owe to Cars on Paper pursuant to any agreement. The risk in respect of the products shall already pass to you at the moment of delivery.

Clause 6. Complaints and liability

6.1 You will be obliged to check upon delivery if the products are in accordance with the agreement. If this is not the case, you shall inform Cars on Paper of this as soon as possible and in any case within 14 working days after delivery, at any rate after discovery was possible in reasonableness, in writing and stating the reasons.

6.2 If it has been shown that the products do not comply with the agreement, Cars on Paper will have the option of replacing the concerned products by new products after their return or of repaying their invoice value.

6.3 If, for any reason whatsoever, you do not wish to buy a product, you will be entitled to return the product to Cars on Paper within 14 working days. Return consignments shall only be accepted in this case if the packing of the product is undamaged and any plastic sealing on the packing is intact and on condition that the cost of returning a consignment will be borne by you.

Clause 6.3 (addition i.c.w. EU law 13 June 2014)

You are entitled to cancel your order within 14 working days, for any reason whatsoever. The order amount inclusive shipment costs will be credited. The costs of sending it back from your home to our office will be for your account. If you use the right of withdrawal, you will have to return the product(s) - the total order if possible - in the original wrapping/packaging. When using this right, you will have to contact us via info@carsonpaper.nl.

Clause 7. Orders/communication

7.1 For misunderstandings, corruptions, delays or improper receipt of order data and information due to the use of Internet or any other means of communication in the traffic between you and Cars on Paper, or between Cars on Paper and third parties, in so far as these relate to the relationship between you and Cars on Paper, Cars on Paper shall not be liable, unless and insofar as there is a question of intention or gross negligence on the part of Cars on Paper.

Clause 8. Force majeure

8.1 Without prejudice to the other rights it is entitled to, in case of force majeure Cars on Paper will be entitled, at its option, to suspend the performance of your order or to dissolve the agreement without judicial intervention, by informing you of this in writing and without any obligation on the side of Cars on Paper to pay any compensation, unless this would be unacceptable in the given circumstances according to the standards of reasonableness and fairness.

8.2 Force majeure shall be understood as any shortcoming that cannot be imputed to Cars on Paper, because it is neither due to its fault, nor its responsibility, by virtue of the law, a juristic act or generally accepted practice.

Clause 9. Miscellaneous

9.1 If you inform Cars on Paper of an address in writing, Cars on Paper will be entitled to send all orders to that address, unless you notify Cars on Paper in writing of a different address to which your orders must be sent. If the specified delivery address is not all right and the order is returned to Cars on Paper, the cost of resending shall be borne by you.

9.2 If, for a short or longer period of time, Cars on Paper has permitted differences to these Terms and Conditions, whether or not tacitly, this shall leave its right intact to demand yet immediate and strict compliance with these Terms and Conditions. The fact that Cars on Paper applies these Terms and Conditions flexibly shall never constitute any right on your side.

9.3 If one or more of the stipulations of these Terms and Conditions or any other agreement should be in violation of any applicable legal provision, the concerned stipulation shall be cancelled and it shall be replaced by a comparable legally allowable stipulation to be determined by Cars on Paper.

9.4 Cars on Paper will be entitled to involve third parties in the execution of your order(s).

Clause 10. Applicable law and competent court

10.1 All rights, obligations, offers, orders and agreements to which these Terms and Conditions apply, as well as to these Terms and Conditions, Dutch law shall exclusively apply.

10.2 Any disputes between the parties shall be brought exclusively before the competent court in the Netherlands.