

# Terms and Conditions - v3

nissan-autoparts

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## General Terms and Conditions - Warranty, Returns, Liability, and Retention of Title

These general terms and conditions apply to all agreements between Sijtsma Handelsonderneming (hereinafter: "Seller") and the customer (hereinafter: "Buyer") via the webshop. The conditions are drafted in accordance with Dutch legislation, including the Civil Code (Books 6 and 7) and the Consumer Sales Act. The Buyer's statutory rights, such as the right of withdrawal and legal warranty, are not limited by these conditions.

### Article 1: Applicability and Definitions

These conditions apply to all purchases of (used) auto parts via the Seller's webshop. Most offered products concern used parts. The Buyer acknowledges that used products may have a higher risk of defects.

### Article 2: Warranty

The Seller provides a warranty of 6 months on all products from the date of delivery, with the exception of electronic parts, on which no warranty is given. This warranty is in addition to the legal warranty, which requires that the product must meet reasonable expectations based on the agreement (Article 7:17 BW). For used products, the age and condition of the product are taken into account.

In the event of a defect within the warranty period, the Buyer is entitled to:

Refund of the purchase price minus the original shipping costs; or  
A replacement product of comparable value.

A condition for warranty claims is that the product is returned to the Seller after prior contact via [email address or contact form]. The Buyer must report the defect within a reasonable period, no later than 14 days after discovery. Refund will only take place if the product is returned undamaged (except for the defect), in the original packaging, and with proof of purchase. The Seller assesses whether the defect falls under the warranty. Warranty does not apply to damage caused by improper installation, use, or external factors.

### Article 3: Right of Withdrawal (Returns for Dissatisfaction)

The Buyer has, in accordance with the law (Article 6:230g BW), the right to revoke the agreement within 14 days after receipt of the product without giving reasons. This right of withdrawal does not apply to custom-made or clearly used products.

To exercise the right of withdrawal, the Buyer must inform the Seller in writing (e.g., via email or the model withdrawal form). The Buyer then returns the product within 14 days after the withdrawal.

Upon withdrawal, the Seller refunds the purchase price and the original shipping costs (if applicable) within 14 days after receipt of the returned product. The costs for return shipping are at the Buyer's expense.

The product must be returned undamaged, unused, and in the original packaging. If the product has been used or damaged, the Seller may deduct value depreciation.

For returns outside the right of withdrawal (e.g., after 14 days or due to dissatisfaction without defect), the Seller may charge handling fees of 10% of the order value, with a maximum of €10. Shipping costs will not be refunded in that case.

To minimize returns, the Seller indicates as clearly as possible for each product which car type the part is suitable for. In case of doubt, the Seller advises contacting in advance.

### Article 4: Retention of Title

All goods delivered by the Seller remain the property of the Seller until the Buyer has fulfilled all obligations under the agreement, including the purchase price, any interest, collection costs, and other claims (Article 3:92 BW).

The Buyer is obliged to handle the goods delivered under retention of title with care and to insure them against risks such as theft, damage, and loss.

If the Buyer fails to meet their obligations, the Seller is entitled to reclaim the goods. The Buyer grants irrevocable permission in advance to the Seller to enter the location where the goods are situated.

If the goods have been processed or mixed, the Seller acquires co-ownership in the new item in proportion to the value of the delivered goods.

The Buyer may not resell or pledge the goods as long as the retention of title applies, unless expressly permitted in a separate agreement.

### Article 5: Liability

The Seller is not liable for indirect damage, such as defects to vehicles caused by the delivered products, or for costs such as installation hours (wrench hours).

This limitation does not apply in cases of intent or gross negligence by the Seller, or if mandatory law (such as product liability under Article 6:185 BW) provides otherwise.

The total liability of the Seller is limited to the purchase price of the product.

### Article 6: Final Provisions

These conditions take effect on [date] and replace previous versions.

If a provision is invalid, the remaining provisions remain in force.

Disputes will be submitted to the competent court in the Netherlands.

For questions: contact via [info@nissan-spareparts.com](mailto:info@nissan-spareparts.com).