

Terms and Conditions - v7

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

In accordance with the law (Article 6:230G of the Dutch Civil Code), the Buyer has the right to withdraw from the agreement within 14 days of receipt of the product without giving reasons.

This right of withdrawal does not apply to:

Custom-made or clearly personal products

Products that have been inextricably mixed with other goods after delivery

Sealed products that are not suitable for return for hygienic or health reasons and whose seal has been broken

Clearly used products

How do you exercise the right of withdrawal?

You can withdraw from the agreement via the withdrawal button in your account on our webshop, or by informing us in writing (for example, by email to info@nissan-autoparts.nl). You can also use the model withdrawal form for this purpose.

After the withdrawal, you have 14 days to return the product to us. Returns

Return the product as soon as possible, but no later than 14 days after the withdrawal.

The product must be returned undamaged, unused, and preferably in the original packaging.

If the product has been used or damaged in a manner that goes beyond what is necessary to establish its nature, characteristics, and functioning, the Seller may deduct the depreciation from the amount to be refunded.

Costs

The direct costs of the return shipment are for the account of the Buyer.

Refund

In the event of a valid withdrawal, the Seller will refund the purchase price and the original standard shipping costs (if applicable).

The refund will take place within 14 days after we have received the withdrawal. We may withhold the refund until we have received the product back, or until you have demonstrated that you have returned the product. Returns outside the right of withdrawal

For returns outside the statutory withdrawal period (for example, after 14 days or in the event of dissatisfaction without a defect), the Seller may charge handling costs of 10% of the order value, with a minimum of €10. Shipping costs will not be reimbursed in this case.

To minimize returns, we state as clearly as possible for which car type the part is suitable for each product. If in doubt, we advise you to contact us 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: Disclaimer regarding information

Although we make every effort to keep the information on our website as complete, accurate and up-to-date as possible, imperfections or errors may occur in texts, product descriptions, specifications or prices.

No rights can be derived from any errors, typos or inaccuracies. We reserve the right to correct incorrect information and are not liable for any damage resulting from reliance on incorrect or incomplete information on the website.

Article 7: Final Provisions

These conditions take effect on 22th August 2026 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.