

# Terms and Conditions - v1

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## GENERAL TERMS AND CONDITIONS NEWOLDSTOCKPARTS.NL

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Article 1 - Definitions

In these conditions the following terms have the following meanings:

1. Reflection period: the period within which the consumer can make use of right of withdrawal;
2. Consumer: the natural person who does not act in the exercise of a profession or company and enters into a distance contract with the entrepreneur;
3. Day: calendar day;
4. Duration transaction: a distance contract relating to a series of products and / or services, of which the delivery and / or purchase obligation in the time is spread;
5. Durable data carrier: any means that the consumer or entrepreneur is capable of to store information addressed to him personally in a way which future consultation and unaltered reproduction of the stored information.
6. Right of withdrawal: the possibility for the consumer to cancel within the reflection period to see the distance contract;
7. Model form: the model withdrawal form that the entrepreneur provides that a consumer can fill in when he wants to use of his right of withdrawal.
8. Entrepreneur: the natural or legal person who provides products and / or services offers distance to consumers;
9. Distance contract: an agreement under which a contract is issued by the entrepreneur organized system for distance selling of products and / or services, up to and including the conclusion of the agreement, are used exclusively of one or more techniques for distance communication;

10. Remote communication technique: means that can be used for it concluding an agreement, without the consumer and entrepreneur simultaneously have come together in the same space.

11. General Conditions: the present General Conditions of the entrepreneur.

#### Article 2 - Identity of the entrepreneur

Name entrepreneur: Roel Ariëns

Business address: Varenstraat 7, 6602BV Wijchen, NL

Visiting address: Holenbergseweg 14 back, 6604AK Wijchen NL

Telephone number: 0031-627443245 (after 6 pm and on Friday and Saturday)

Email address: info@newoldstockparts.nl

Chamber of Commerce number: 75600978

VAT identification number: NL001879177B12

#### Article 3 - Applicability

1. These General Terms and Conditions apply to every offer from the entrepreneur and on any distance contract concluded and orders between entrepreneur and consumer.

2. Before the distance contract is concluded, the text of this general terms and conditions made available to the consumer. If this is not reasonably possible, before the agreement is remote closed, indicate that the general conditions at the entrepreneur are available for inspection and, at the request of the consumer, free of charge as soon as possible will be sent.

3. If the distance contract is concluded electronically, this can be done in derogation of the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions electronically to the consumer be made available in such a way that the consumer can do so in a can be easily stored on a durable medium.

If this is not reasonably possible, before the distance contract is closed, indicate where of the terms and conditions along can be consulted electronically and that, at the request of the consumers will become free of charge electronically or otherwise sent.

4. In the event that in addition to these general terms and conditions, specific product or service conditions apply, paragraph 2 and 3 of apply accordingly and the consumer may in case of conflict General Terms and Conditions always invoke the applicable provision that for is most favorable to him.

5. If one or more provisions in these general terms and conditions apply to any are wholly or partially void or destroyed, the agreement and these conditions remain otherwise and the the relevant provision shall be immediately replaced by a provision that the intent of the original is as close as possible.

6. Situations not regulated in these terms and conditions should be resolved assessed "in the spirit" of these terms and conditions.

7. Uncertainties about the explanation or content of one or more provisions of our terms should be explained "in the spirit" of this general conditions.

#### Article 4 - The offer

1. If an offer has a limited period of validity or subject to conditions this is explicitly stated in the offer.

2. The offer is without obligation. The entrepreneur is entitled to change the offer and to adjust.

3. The offer contains a complete and accurate description of the offered products and / or services. The description is detailed enough to be a

enable proper assessment of the offer by the consumer. As the entrepreneur uses images these are a truthful one display of the products and / or services offered. Apparent mistakes or obvious errors in the offer do not bind the entrepreneur.

4. All images, specifications data in the offer are indicative and can do not give rise to compensation or dissolution of the agreement.

5. Pictures with products are a true representation of the offered products. Entrepreneur cannot guarantee that the displayed colors exactly match the real colors of the products.

6. Each offer contains such information that it is clear to the consumer what the rights and obligations that are at the acceptance of the offer connected. This concerns in particular:

- the price including taxes;
- any shipping costs;
- the way in which the agreement will be concluded and which actions are required for this;
- whether or not the right of withdrawal applies;
- the method of payment, delivery and implementation of the agreement;
- the term for accepting the offer, or the term within which the entrepreneur guarantees the price;
- the amount of the rate for distance communication if the costs of using the technique for distance communication calculated on a basis other than the regular basic rate for the means of communication used;
- whether the agreement will be archived after its conclusion, and if so on how this can be consulted by the consumer;
- the way in which the consumer, before concluding the contract, data provided by him under the agreement may check and repair if necessary;
- any other languages in which, in addition to Dutch, the contract can be closed;
- the codes of conduct to which the entrepreneur is subject and the the way in which the consumer electronically communicates these codes of conduct can consult; and
- the minimum duration of the distance contract in the event of a duration transaction.
- Optional: available sizes, colors, type of materials.

#### Article 5 - The agreement

1. The agreement is concluded, subject to the provisions of paragraph 4 the moment of acceptance by the consumer of the offer and the payment the associated conditions.

2. If the consumer has accepted the offer electronically, the entrepreneur immediately electronically confirms receipt of the acceptance of the offer. As long as the receipt of this acceptance does not continue the entrepreneur is confirmed, the consumer can terminate the agreement.

3. If the agreement is concluded electronically, the entrepreneur will be affected appropriate technical and organizational measures to protect the electronic transfer of data and ensures a safe web environment. If the consumer can pay electronically, the entrepreneur will do so observe appropriate safety measures.

4. The entrepreneur can - within legal frameworks - inform himself whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible approach to the distance contract. If the entrepreneur on the basis of this investigation has good reasons not to enter into the agreement, he is entitled motivated to refuse an order or request or to the execution to attach special conditions.

5. The entrepreneur will provide the following with the product or service to the consumer information, in writing or in such a way that it is provided by the consumer in a accessible way can be stored on a durable data carrier,

send along:

- a. the visiting address of the establishment of the entrepreneur where the consumer is with complaints can go;
  - b. the conditions under which and the manner in which the consumer of the can make use of the right of withdrawal, or a clear statement regarding the are excluded from the right of withdrawal;
  - c. information about guarantees and existing after-sales service;
  - d. the data included in article 4 paragraph 3 of these conditions, unless the entrepreneur has already provided this information to the consumer before implementation of the agreement;
  - e. the requirements for terminating the contract if the contract is a has a duration of more than one year or is indefinite.
6. In the event of an extended transaction, the provision in the previous paragraph is only of apply to the first delivery.
7. Every agreement is entered into under the suspensive conditions of sufficient availability of the relevant products.

#### Article 6 - Right of withdrawal

On delivery of products:

1. When purchasing products, the consumer has the option to dissolve agreement without giving reasons during 14 days. This reflection period starts on the day after receipt of the product by the consumer or a pre-designated by the consumer and to the entrepreneur announced representative.
2. During the reflection period, the consumer will handle the product and the packaging. He will only unpack or use the product to that extent to the extent necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will replace the product with all supplied accessories and - if reasonably possible - in the original condition and return packaging to the entrepreneur, in accordance with the entrepreneur provided reasonable and clear instructions.
3. When the consumer wishes to exercise his right of withdrawal, he is obliged to make this known within 14 days after receipt of the product to the entrepreneur. The consumer must make this known through model form. After the consumer has expressed his wish to use To make his right of withdrawal, the customer must return the product within 14 days return. The consumer must prove that the delivered goods are on time returned, for example, by proof of postage.
4. If the customer is not known after the deadlines referred to in paragraphs 2 and 3 has made use of his right of withdrawal resp. the product has not returned to the entrepreneur, the purchase is a fact.

When providing services:

1. When providing services, the consumer has the option of contract to dissolve without giving reasons for at least 14 days, commencing on the day of entering into the agreement.
2. To make use of his right of withdrawal, the consumer will focus to the relevant offer by the entrepreneur and / or at the latest upon delivery provided reasonable and clear instructions.

#### Article 7 - Costs in case of withdrawal

1. If the consumer makes use of his right of withdrawal, at the most the costs of return are for his account.
2. If the consumer has paid an amount, the entrepreneur will pay this amount refund as soon as possible, but no later than 14 days after cancellation.

The condition here is that the product has already been received by the merchant or conclusive proof of complete return can be submitted. Refund will be made via the same payment method provided by the consumer has been used unless the consumer explicitly gives permission for another payment method.

3. Damage to the product due to careless handling by the consumer the consumer himself is liable for any depreciation of the product.

4. The consumer cannot be held liable for depreciation of the product if not all legally required by the entrepreneur information about the right of withdrawal has been provided, this must be done before the conclusion of the purchase agreement.

#### Article 8 - Exclusion of right of withdrawal

1. The entrepreneur can exclude the right of withdrawal of the consumer for products as described in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur clearly states this in the offer, at least in time the conclusion of the agreement.

2. Exclusion of the right of withdrawal is only possible for products:

a. that have been created by the entrepreneur in accordance with specifications from the consumer;

b. which are clearly of a personal nature;

c. which cannot be returned due to their nature;

#### Article 9 - The price

1. During the period of validity stated in the offer, the prices of the offered products and / or services not increased, subject to price changes as a result of changes in VAT rates.

2. Contrary to the previous paragraph, the entrepreneur can supply products or services prices are subject to fluctuations in the financial market and where the entrepreneur has no influence on, offering variable prices. This one subject to fluctuations and the fact that prices may be stated target prices are stated in the offer.

3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.

4. Price increases from 3 months after the conclusion of the agreement are only allowed if the entrepreneur has stipulated this and:

a. they are the result of statutory regulations or provisions; or

b. the consumer has the authority to terminate the agreement with effect of the day on which the price increase takes effect.

5. The prices stated in the offer of products or services are exempt from VAT in connection with participation in the Small Entrepreneurship Scheme (KOR).

6. All prices are subject to printing and typographical errors. For the consequences of no liability is accepted for printing and typographical errors. With printing - and typesetting errors, the entrepreneur is not obliged to deliver the product at the incorrect price to deliver.

#### Article 10 - Compliance and Warranty

1. The entrepreneur guarantees that the products and / or services comply with the agreement, the specifications stated in the offer, to the reasonable requirements of soundness and / or usability and on the date of the establishment of the agreement existing legal provisions and / or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.

2. A guarantee provided by the entrepreneur, manufacturer or importer does not change anything

to the legal rights and claims that the consumer has under the can assert an agreement against the entrepreneur.

3. Any defects or incorrectly delivered products must be returned within 4 weeks delivery to be reported to the entrepreneur in writing. Return of the products must be in the original packaging and in new condition being wrong.

4. The warranty period of the entrepreneur corresponds to the factory warranty period. However, the entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding use or the application of the products.

5. The warranty does not apply if:

6. The consumer has repaired and / or processed the delivered products himself or have it repaired and / or processed by third parties;

7. The delivered products have been exposed to abnormal conditions or otherwise carelessly handled or contrary to directions of the entrepreneur and / or on the packaging;

8. The defect is wholly or partly the result of regulations that the government has or will state with regard to the nature or quality of the materials used.

#### Article 11 - Delivery and implementation

1. The entrepreneur will take the greatest possible care when entering take receipt and in the execution of orders of products and in the assessment of applications for the provision of services.

2. The place of delivery is the address that the consumer knows to the company has made.

3. Subject to what is stated in paragraph 4 of this article, it will company accepted orders expeditiously but no later than 30 days, unless consumer has agreed to a longer one delivery time. If delivery is delayed, or if an the order cannot or only partially be executed, will receive the consumer of this no later than 30 days after placing the order message. In that case, the consumer has the right to cancel the contract without to dissolve costs. The consumer is not entitled to compensation.

4. All delivery times are indicative. The do not derive any rights from consumers. Exceeding a term gives the consumer no right to compensation.

5. In case of dissolution in accordance with paragraph 3 of this article, the entrepreneur will amount that the consumer has paid as soon as possible, but no later than within Refund 14 days after dissolution.

6. If delivery of an ordered product proves to be impossible, the entrepreneur endeavors to make a replacement article available. At the latest upon delivery, it will be stated in a clear and comprehensible manner a replacement item is provided. It is possible with replacement articles right of withdrawal cannot be excluded. The cost of any returns are for the account of the entrepreneur.

7. The risk of damage and / or loss of products rests with the entrepreneur until the moment of delivery to the consumer or an advance appointed and announced representative to the entrepreneur, unless expressly agreed otherwise.

#### Article 12 - Payment

1. Unless otherwise agreed, the consumer amounts due to be paid within 7 working days after commencement of the reflection period as referred to in Article 6, paragraph 1. In the event of an agreement up to the provision of a service commences this period after the consumer has received the has received confirmation of the agreement.

2. The consumer has the obligation to make inaccuracies in provided or stated report payment details to the entrepreneur without delay.

3. In the event of default by the consumer, the entrepreneur has the right

legal restrictions, the right to inform the consumer in advance charge reasonable costs.

#### Article 13 - Complaints procedure

1. The entrepreneur has a well-publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the implementation of the agreement must be completed within 7 days and clearly described are submitted to the entrepreneur, after the consumer has discovered the defects.
3. Complaints submitted to the entrepreneur will be made within a period of 14 days answered from the date of receipt. If a complaint a foreseeable longer processing time is required by the entrepreneur within the period of 14 days replied with a message of receipt and an indication when the consumer can expect a more detailed answer.
4. If the complaint cannot be resolved by mutual agreement, a dispute that is subject to the dispute settlement.
5. In case of complaints, a consumer must first turn to the entrepreneur. It is also possible to register complaints via the European ODR platform (<http://ec.europa.eu/odr>).
6. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.
7. If a complaint is found to be well-founded by the entrepreneur, the entrepreneur at her choice whether to replace the delivered products free of charge or repair.

#### Article 14 - Disputes

1. On agreements between the entrepreneur and the consumer on which this general terms and conditions, is exclusively Dutch law application. Even if the consumer lives abroad.
2. The Vienna Sales Convention does not apply.

#### Article 15 - Additional or different stipulations

Additional or deviating provisions from these general terms and conditions may not to the detriment of the consumer and must be recorded in writing or on such that they can be accessed by the consumer in an accessible manner stored on a durable medium.