

**STIBA internal regulations, approved at the GMM on 8 May 2012 1**  
**HOUSEHOLD RULES - ANNEX C:**  
**GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY**

**1. Applicability**

1.1 These general terms and conditions apply to the conclusion by STIBA members of agreements for the sale and/or delivery of used vehicle parts and to the execution of such agreements. These agreements for the sale and/or delivery of used vehicle parts are subject to the STIBA Warranty Conditions of application.

1.2 STIBA members are those companies which have been admitted as members by the Board of STIBA pursuant to Article 3 of the Articles of Association of the said Association and which are recognizable by the STIBA shield. The STIBA members can also be found on the STIBA website.

1.3 Deviations from and/or additions to these general terms and conditions are only binding on the STIBA member to the extent that they have explicitly recorded their validity in writing. When the buyer refers to its own terms and conditions, the present terms and conditions apply exclusively, unless expressly agreed otherwise.

**2. Agreement**

2.1 If the agreement is entered into in writing or electronically, it is concluded on the day the contract is signed by the STIBA member, or on the day the written or electronic order confirmation is sent by the STIBA member.

2.2 Oral promises by and agreements with subordinates of the STIBA member are not binding on the STIBA member until and insofar as they have been given in writing or in writing by the STIBA member confirmed electronically.

**3. Prices**

3.1 Unless otherwise indicated, all amounts are exclusive of deduction or discount and include VAT. whether or not calculated via VAT. margin scheme of the dismantling company.

3.2 Prices are calculated for delivery ex works, unless expressly stated otherwise.

3.3 A statement of prices, of goods offered for sale and of specifications contained in general offers are without obligation. They do not bind the STIBA member and the buyer cannot invoke them, unless otherwise agreed or indicated.

**4. Delivery**

4.1 Delivery is made ex workshop, warehouse or shop at the discretion of the STIBA member. The purchaser is obliged to purchase, unless the STIBA member has no reasonable interest in this.

4.2 As soon as the item is ready for delivery or dispatch, the buyer bears the risk for all direct and indirect damage that may arise to or through the item, except insofar as this is due to gross negligence on the part of the STIBA member. If, after notice of default, the buyer remains in default with the acceptance of the good, the STIBA member will be entitled to dissolve the agreement without judicial intervention and to charge the costs of storage of the item to the buyer.

4.3 The item sold will be delivered promptly in the condition in which it is when the agreement was concluded. STIBA internal regulations, approved at the GMM on 8 May 2012 2

4.4 Transport and dispatch of goods sold by the STIBA member takes place entirely at the expense and risk of the buyer.

## **5. Delivery time**

5.1 Delivery times are determined in consultation and approximately by the STIBA member. Delivery times can never be regarded as a strict deadline. The delivery time starts with oral and written order confirmation.

5.2 In the event of late delivery, the STIBA member is not liable for damage suffered by the buyer due to late delivery, unless the buyer has given the STIBA member written notice of default, whereby the buyer must grant the STIBA member a period of at least half of the originally agreed delivery time in order to still meet its obligations.

5.3 To the extent permitted by law, an agreement cannot be dissolved by the buyer due to the term being exceeded, unless the term stated at the end of paragraph 2 of this article has expired and the buyer cannot be expected to maintain the agreement.

## **6. Payment**

6.1 Unless otherwise agreed, payment is made in cash. In the case of distance selling, the STIBA member can offer the buyer various payment options, including Ideal, PayPal and credit cards in a secure environment and the option of a one-time authorization. Buyer's bank details will not be stored by the STIBA member. The buyer is aware that payment via the internet can entail risks. Payments via the internet are at the buyer's own risk. The STIBA member is not liable for the way in which the buyer makes payments.

6.2 When purchasing on invoice, payment must be received within fourteen days of the invoice date.

6.3 If no or late or incomplete payment has been made on the due date, the buyer will be in default without notice or demand being required.

default and he is immediately due and payable on the overdue amount the statutory interest per month or part of a month, calculated from the due date.

6.4 In the case of paragraph 3 of this article, the STIBA member has the right to reclaim the purchased goods by means of an extrajudicial declaration within the term of article 7:44 of the Dutch Civil Code. The sale is canceled by this statement.

6.5 All costs, both judicial and extrajudicial - those of collection agencies, bailiffs, lawyers included - that are associated for the STIBA member with the enforcement of its rights against the purchaser shall be borne by the purchaser. The extrajudicial collection costs are calculated in accordance with the collection rate of the Dutch Bar Association with regard to collections with a minimum of € 50.00.

## **7. Retention of title**

7.1 As long as the buyer has not fully paid what is owed to the STIBA member by virtue of or in connection with delivery, goods already delivered remain the property of the STIBA member.

7.2 The buyer is not entitled to deliver, loan, pledge or transfer ownership of delivered goods - as long as they have not been paid for - to third parties.

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7.3 The buyer bears the risk for unpaid goods with regard to all damage, direct and indirect, which he or anyone else will inflict on them.

## **8. Shortcomings/complaints**

8.1 The buyer is obliged to carefully check deliveries after execution for any shortcomings in the form of deviations from specifications and other observable shortcomings. Shortcomings noted must be reported to the STIBA member immediately, but no later than 8 days after delivery of the item.

This message should

in writing and accompanied by a description of the observed shortcoming, stating the invoice and the invoice number.

8.2 The buyer must enable the STIBA member to check the observed shortcoming. Failure to comply with the provisions of this article paragraph will result in forfeiture of the buyer's right to invoke shortcomings that he could reasonably have discovered during a careful inspection within the aforementioned period.

8.3 The buyer must reimburse the costs for unfounded complaints to the STIBA member.

8.4 The provisions of this article 8 apply with due observance of the provisions of article 8 of the STIBA Warranty Conditions.

## **9. Force Majeure**

9.1 If the STIBA member falls short in full or in part in the fulfillment of the obligation towards the buyer, this shortcoming cannot be attributed to the STIBA member if the STIBA member is hindered in the execution of the agreement. is made impossible by a circumstance, whether foreseeable or not, which is beyond the control of the

STIBA Member is located such as, but not limited to:

- failure by suppliers/transporters;
- war, riot or similar situations;
- sabotage, boycott, strike or occupation;
- machine damage;
- theft from the warehouses;
- business disturbances;
- government measures;
- bad weather;
- lightning strike;
- fire.

9.2 If a situation occurs as referred to in paragraph 1 of this article, to the extent permitted by law, the STIBA member is not liable for any resulting damage to the buyer.

resulting damage and the STIBA member can, at its own discretion, suspend or cancel the fulfillment of its obligations. the agreement in whole or in part without judicial intervention partially dissolve without being obliged to pay any compensation.

## **10. Use of the case**

10.1 The buyer must use the delivered goods in accordance with their nature and destination and with due observance of all statutory user instructions and, where applicable, user instructions prescribed by the STIBA member.

10.2 If the buyer does not use the delivered item in accordance with the provisions of paragraph 1 of this article and the buyer holds the STIBA member liable for damage suffered in connection with the use of the delivered item, the buyer must prove that damage is the result of a Household STIBA regulations, approved at the GMM on 8 May 2012 4 defect in the item delivered by the STIBA member and not in the use other than in accordance with paragraph 1 of this article.

10.3 Without prejudice to the provisions of article 11 and paragraph 2 of this article, the STIBA member is never liable for personal injury if the buyer has acted contrary to the provisions of paragraph 1 of this article. To the extent permitted by law, the buyer must indemnify the STIBA member against claims from employees or other third parties, in particular customers, if they have not taken cognizance of the instructions for use arising from paragraph 1 of this article.

## **11. Liability**

11.1 For damage from or in connection with deliveries for which the STIBA member can be held legally liable, unless mandatory legal provisions entail that the liability of the STIBA member does not exceed the invoice amount.

11.2 Damage, insofar as it consists of lost profit or reduced revenue and all other indirect or consequential damage, such as trading loss or any compensation or fine owed by the buyer to third parties, shall in no case be eligible for compensation, unless mandatory statutory provisions to the contrary.

11.3 Except insofar as the STIBA member has any liability pursuant to Section 3 of Title 3 of Book 6 of the Dutch Civil Code and insofar as permitted by law, the buyer indemnifies the STIBA member against claims on any account whatsoever from third parties who claim to have suffered as a result of the purchase or any act or omission of the STIBA member in the context of the execution of the agreement, unless the buyer demonstrates that the STIBA member is liable in relation to the buyer and this damage must be paid to the buyer reimburse.

11.4 Under penalty of forfeiture of the right to compensation, the STIBA member will be provided with all desired cooperation in the investigation into the cause, nature and extent of the damage for which compensation is claimed.

11.5 Article 9 of the Warranty Conditions applies mutatis mutandis.

## **12. Dissolution**

12.1 Entire or partial dissolution of the agreement will then take place by means of a written statement from one of the persons entitled to do so. Before the buyer written notice of termination to the STIBA member, the purchaser shall at all times first give the STIBA member written notice of default and allow the latter a reasonable period to properly fulfill its obligations.

12.2 The buyer has no right to dissolve the agreement in whole or in part or to suspend his obligations if he himself was already in default with the fulfillment of his obligations. For consumer buyers, this provision does not affect their possible right to suspend under any legal provision.

12.3 If the STIBA member agrees to dissolution, without there being any default on its part, it is entitled to compensation for all financial loss, such as costs, lost profit and reasonable costs to determine damage and liability.

12.4 In the event of partial dissolution, to the extent permitted by law, the buyer cannot claim cancellation of performances already performed by the STIBA member and the STIBA member is fully entitled to payment for the performances already performed by it, without prejudice to the right of the STIBA member to undo its performance and to claim compensation. STIBA internal regulations, approved at the GMM on 8 May 2012 5

**13. Disputes**

13.1 All transactions between the STIBA member and the buyer are exclusively governed by Dutch law.

13.2 All disputes arising from agreements with the STIBA member will in the first instance be submitted to the STIBA Complaints Committee. This committee decides according to the STIBA Complaints Regulations.

13.3 The complaints procedure does not affect the buyer's appeal to the competent court.

Eemnes, May 2012