



GENERAL

The following terms and conditions apply to every sale and delivery of products and the provision of services to a buyer/client who acts for purposes outside their business or professional activities. Deviations from these terms and conditions will only apply if they have been confirmed in writing by the remanufacturing company.

DEFINITIONS

In these terms and conditions, the following terms have the following meaning:
 - *remanufacturing company*: the company that sells/delivers products and/or the company that performs work for a buyer/client;
 - *buyer*: the person who - for purposes that fall outside their business or professional activities - purchases products from the remanufacturing company;
 - *client*: the person who - acting for purposes that fall outside their business, trade, craft or professional activities - instructs the remanufacturing company to carry out work, or to arrange for such work to be carried out.

Article 1 - The agreement

1.1. Termination (reflection period) in case of purchase/work
 Clients have the right to terminate the agreement for fourteen (14) days after its conclusion. This right will not apply in the following cases:
 - The order has been placed by way of a direct contact between the client and the remanufacturing company, for example in the shop.
 - When a client has placed an order remotely and the service is fully executed by the remanufacturing company during the reflection period. The latter is subject to the condition that the remanufacturing company has begun the execution with the express prior consent of the client and the client has acknowledged that it will lose its right to revoke the order once it has been fully executed by the remanufacturing company.
 - When the agreement applies to products that are made according to the specifications of the buyer, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the buyer, or which are clearly intended for a specific person.
 1.2. Price quotation and price changes in case of purchase/work
 All offers and price quotations will be purely indicative. Prices will (unless otherwise agreed) be calculated based on delivery at the location of the remanufacturing company. In the event of delivery elsewhere at the request of the buyer/client, the accompanying additional costs will be payable by the buyer/client. All prices will include packaging costs, sales tax and other government charges on the sale and delivery. If the assembly of the product to be delivered has been agreed by the remanufacturing company, the price will also include the agreed assembly operations and the delivery of the goods in working order at the place stated in the offer. Price changes as a result of, for example, changes in duties, taxes, excise duties, factory and/or import prices and/or exchange rates may at all times be passed on in the agreed purchase price. After this change has been communicated, the buyer has the right to terminate the agreement if the increase of the agreed price by the remanufacturing company takes place within three (3) months after the conclusion of the agreement. The termination must take place within one week after such communication. If during the execution of the service to be provided to the client, the indicated price is exceeded (or is likely to be exceeded) by more than 20%, the remanufacturing company must contact the client in order to discuss the additional costs. In that case, the client will be entitled to terminate the agreement and will compensate the remanufacturing company for the work already performed by it.
 1.3. Delivery period in case of work/purchase
 If no delivery period has been agreed on, purchased products will be delivered within at least thirty days of concluding the agreement. The agreed delivery date is a probable date for purchase, repair and other agreements. If the approximate delivery period for the work is exceeded, the remanufacturing company must immediately inform the client of this, stating the new date of delivery of the work. If the approximate delivery date stated in the purchase agreement is exceeded, the buyer must give the remanufacturing company notice of default (preferably in writing) in which the remanufacturing company is given a reasonable period within which to deliver. This reasonable period should be at least four weeks. If the remanufacturing company has not yet delivered after the expiry of this period, the buyer has the right to terminate the purchase agreement. In the following cases the remanufacturing company will be in default without the buyer being required to give notice of default:
 - if the remanufacturing company has refused to deliver the goods;
 - if, all circumstances surrounding the conclusion of the agreement being taken into account, delivery within the agreed delivery period is essential;
 - if the buyer has communicated before the conclusion of the agreement that delivery before or on a certain date is essential.

1.4. Risk
 Delivery by the remanufacturing company will be 'ex warehouse', unless agreed otherwise. If goods are delivered to the buyer/client under such an agreement, then the products will be for the risk of the buyer/client from the moment the buyer/client (or a third party appointed by the buyer/client who is not the carrier) receives the goods. However, if the buyer/client designates a carrier and the choice for this carrier was not offered by the remanufacturing company, the risk will be transferred to the buyer when the goods are received by the carrier designated by the buyer/client. Provisions included in the terms and conditions of a carrier of goods chosen by the buyer/client cannot affect the provisions set out in this paragraph.
 1.5. Exchange product agreement
 An exchange product sold by the remanufacturing company to the buyer will be packed in the standard way. Where appropriate, packaging will be used. Such packaging will be on loan to the buyer. Packaging will remain the property of the remanufacturing company. The buyer must return the packaging intact to the remanufacturing company.
 a. A deposit will be charged on packaging, unless agreed otherwise. If the buyer has not returned the packaging material within three (3) months of the purchase of the exchange product, the remanufacturing company is no longer obliged to return the deposit charged to the buyer for packaging. However, this will not affect the buyer's obligation to return the packaging.
 b. On the purchase of an exchange product, the buyer will be charged a deposit unless agreed otherwise. If the buyer has not delivered the old part to be exchanged within three (3) months of the purchase of the exchange product and/or has not delivered this correctly packaged (not safe / not completely coolant or oil-free), the remanufacturing company is no longer obliged to refund the deposit charged to the buyer. However, this will not affect the buyer's obligation to return the packaging.
 c. Exchange products will always be sold against delivery of the old part. The old part should be the same make, design and composition and may not be broken, cracked, welded or damaged or incomplete in some other way. It should be possible to remanufacture the essential parts (in an engine, for instance, block, head, crankshaft and camshaft) in the usual way. If the old part does not comply, then the higher costs will be borne by the buyer and a subsequent calculation will be made.
 d. For environmental and safety reasons, the buyer must package the old parts to be delivered safely and coolant and oil-free at its own expense. The buyer will be liable for all damage incurred by the remanufacturing company and/or third parties resulting from the incorrect delivery of the old parts.
 e. Sale and purchase. If, on the sale of a new product against the purchase of a used part, the buyer continues to use the old part while awaiting the delivery of the new product, the latter will only become the property of the remanufacturing company after the actual delivery thereof to the remanufacturing company. As long as the buyer continues to use the part, the part will be entirely at the buyer's expense and risk.

Article 2 - Payment

2.1. Unless the parties have expressly agreed otherwise in writing, payment of the total agreed price without set-off must be made by the buyer/client before delivery, or in cash upon delivery. Delivery is also understood to mean the performance of work.
 2.2. For purchases or orders on account, the payment must be received no later than thirty (30) days after the invoice date in a bank account to be determined by the remanufacturing company, without any discount or recourse to set-off.
 2.3. The buyer/client must pay the amount due before the payment term expires. If it fails to do so, after that term has expired the remanufacturing company will send a payment reminder that does not involve additional costs and gives the buyer/client the opportunity to as yet pay the outstanding amount within fourteen days of receiving this payment reminder. If after expiry of the payment reminder, payment has still not been made, the remanufacturing company is entitled to charge interest from the moment of default. This interest is equal to the statutory interest. The judicial and extrajudicial costs to be incurred by a party to enforce payment of a debt can be charged to the other party. The amount of these costs is subject to (statutory) limits. These limits may be deviated from to the buyer's/client's advantage.
 2.4. Irrespective of the right of retention, a remanufacturing company will be free to demand a provisional or partial payment for the execution of a repair order. The prepayment will not exceed 50% of the amount quoted for the work. The client is entitled to provide security in the form of a bank guarantee or other security acceptable to the remanufacturing company.
 2.5. If after the work assigned to the remanufacturing company has been completed and the client has not been notified of this, the products offered for remanufacturing or repair have not been collected within three days after the completion date of the work, the remanufacturing company is entitled to charge garage/storage costs in accordance with the rate applying at the remanufacturing company or locally.
 2.6. Replaced materials or products will only be made available to the client if this has been explicitly requested in the repair order. If this has not been requested, these parts/materials will become the property of the remanufacturing company, and the client will not be entitled to compensation in this respect.

Article 3 - Warranty

3.1. The warranties stated in paragraphs 2 and 3 of this article will apply without prejudice to the statutory rights of the consumer being the natural person, acting for purposes outside their business or professional activity. During a garage visit in connection with these warranties, the remanufacturing company will ensure that a reasonable period is maintained and that the buyer/client does not experience serious inconvenience. If the work to be carried out by the remanufacturing company under the warranties is no longer possible or meaningful, the buyer/client will be entitled to reasonable compensation.
 3.2. BOVAG Remanufacturing Warranty on engines undergoing a complete remanufacturing at the client's request and on exchange engines that are provided. Within the EEA, the remanufacturing company warrants the exchange engine that is provided and the complete remanufacturing of the engine performed at the client's request for a period of twelve (12) months. This will be calculated from the date on which the exchange engine or the completely remanufactured engine was delivered. However, this is subject to a maximum of 2,000 working hours of the engine for stationary installations, vehicles and vessels, or of 100,000 kilometres travelled by the engine of a vehicle or vessel. Which maximum is reached first, will be decisive.
 - With regard to an engine completely remanufactured by order, the warranty covers the re-execution of incorrectly executed operations, as well as the replacement of parts delivered for this that become defective during the warranty period. Repairs and/or replacement of cylinder blocks, cylinder heads, fuel pumps and crankshafts not performed and/or supplied by or under the responsibility of the remanufacturing company, however, will not be covered by the warranty, unless the defects are due to operations performed incorrectly by the remanufacturing company.
 - With regard to an exchange engine, the warranty covers the repair of defects that occur during the warranty period.
 - The costs of repair, revision, replacements and the re-execution of operations will be payable by the remanufacturing company up to a maximum equal to the amount invoiced by the remanufacturing company during all the warranty periods. Up to twelve (12) months after the invoice date - except in cases as referred to in Article 3(1) - the costs payable by the remanufacturing company under the warranty may be increased by a fee for the necessary removal and installation of the products calculated according to flat rate times and the current hourly rate of the remanufacturing company.
 3.3. Warranty on completed work and delivered products that fall outside the scope of Article 2: insofar as completed work or delivered products do not fall under Article 3(2) (consider, for example, a component remanufacturing, a separate component remanufacturing, the delivery of an exchange part or exchange component, etc), the remanufacturing company undertakes to improve the work carried out by the company and/or to repair or replace the products delivered by the company, if and insofar as the buyer/client proves that these activities have been performed incorrectly, or that these products have been delivered incorrectly. This warranty applies within the EEA and for six (6) months from the date of delivery of a product or from the date of completion of the work.
 3.4. The warranties stated in paragraphs 2 and 3 have the following limitations, subject to the provisions of Article 3(1):
 3.4.1. No warranty will be provided for requested emergency repairs. The claims to the warranty expire if:
 a. after the defects are discovered, the client does not inform the remanufacturing company of this as soon as possible;
 b. the remanufacturing company is not given the opportunity to remedy the defects;
 c. third parties have carried out work, without prior knowledge or consent of the remanufacturing company, which is related to the work carried out by the remanufacturing company, with regard to which the claim under the warranty is made. However, the warranty will apply if the need for immediate repair has occurred elsewhere and this can be demonstrated by the client on the basis of the information provided by the other mechanic and/or on the basis of the broken parts. If repair takes place in the Netherlands, that mechanic must also be a member of BOVAG. The provisions set out in b. and c. will not apply if repairs are necessary abroad. In that case, reimbursement of the cost of the repairs will take place on the basis of the price level applied by the remanufacturing company. This reimbursement will never be more than the actual costs incurred.
 3.4.2. On the delivery of new products (including parts/components), the warranties apply if and insofar as these are provided by the manufacturer. Parts that are acquired by the remanufacturing company from third parties or work that is carried out by third parties on the instruction of the remanufacturing company will not be covered by any warranty other than that which the remanufacturing company has been given by this third party.
 3.4.3. The above-mentioned warranties will only be provided to the buyer/client and do not apply to subsequent successors in title. The original warranty period will not be extended when a product is replaced.
 3.4.4. The warranty does not cover loss or damage incurred by persons and/or property - whether or not of third parties - as a result of the breakage or failure of the product or parts thereof, nor does it cover the compensation of any other costs that might arise for the buyer/client as a result of this.
 3.4.5. Defects resulting from intent, omission of normal or prescribed maintenance, improper installation/connection by third parties, poor

treatment, incorrect (or normally unforeseeable) use and/or repairs or changes that have not been carried out by the remanufacturing company will be excluded from warranty. For example, defects and damage resulting from the participation of the vessel or vehicle in competitions or speed tests are excluded, as are engines with defects resulting from the use of fuels for which the engine (according to the manufacturer's instructions on prescribed fuel use) is not suitable or for which the engine has not been made suitable by the remanufacturing company. Defects in fuel systems if the tank and additional components have not been flushed or renewed are also excluded.

3.4.6. The following are also excluded from warranty:
 - defects in materials or parts that have been prescribed or made available by the buyer/client;
 - defects that are the result of designs, drawings, constructions or methods made available by the buyer/client, or advice given by the buyer/client;
 - defects in built-in electronic components;
 - engine damage caused by failure and/or incorrect use of the electronic components and/or electronic equipment is excluded from warranty, as are defects in products that are not material and/or construction defects (such as defects due to normal wear and tear, internal and external contamination, rust and paint damage, transport, freezing, overheating, overloading and/or dropping of the product);
 - defects that arise as a result of accessories belonging to the product that were not checked by the remanufacturing company.
 3.5. In the context of the BOVAG warranties, the buyer/client can make a written appeal to mediation by BOVAG Mediation (PO Box 1100, 3980 DC BUNNIK) in the event of disputes if the buyer has submitted its complaint to the mechanic / repair company within the periods referred to in paragraph 3, under 2 and 3.

Article 4 - Reservation of ownership

4.1. In case of sale, the delivered product will remain the property of the remanufacturing company as long as the buyer has not fully paid all that it owes on the basis of the purchase agreement. The remanufacturing company reserves the ownership of all products delivered by it to the buyer/client (including parts and materials used for the benefit of a client) until the purchase price for all these products has been paid in full. If, in connection with the sale, the remanufacturing company has carried out work for the buyer/client that is to be paid for by the buyer/client, the reservation of ownership will apply until the buyer/client has fully paid its claim in this respect.
 4.2. However, the transfer of the risks will, under all circumstances, pass to the buyer/client as soon as the product or products is/are delivered to the buyer/client by the remanufacturing company.

Article 5 - Right of retention

In the case of repair, the remanufacturing company can exercise the right of retention with regard to the product if and for as long as:
 - the client does not or does not fully pay the costs of the work on the product;
 - the client does not or does not fully pay the costs of previous work carried out by the remanufacturing company on the same product;
 - the client does not or does not fully satisfy other claims (including compensation for damage, interest and costs) that arise from the contractual relationship with the remanufacturing company.

Article 6 - Force majeure

If there is force majeure on the part of the remanufacturing company as a result of which its obligations cannot be fulfilled, these obligations will be suspended for the duration of the force majeure situation. The remanufacturing company will inform the buyer/client of this and will not be liable for damage incurred by the buyer/client. Force majeure is understood to mean: any circumstance, which may or may not be foreseeable, which cannot be attributed to the remanufacturing company, as a result of which the company is wholly or partially prevented from fulfilling its obligations. This includes, but is not limited to: war or similar situations, riot, sabotage, boycott, strike, occupation, blockade, damage or disruption to installations of the remanufacturing company and/or its suppliers, transport problems, disruption of telecommunications services, government measures, natural disasters, fire or explosion.

Article 7 - Personal data

The personal data of the buyer/client that he or she passes on to the remanufacturing company can be processed by it in accordance with the General Data Protection Regulation (GDPR). On the basis of this processing, the remanufacturing company can: execute the agreement, fulfil the warranty obligations towards the buyer/client, provide optimal service, provide the buyer/client with product information in a timely manner and make personalised offers. In addition, the personal data can be made available to third parties, for example for direct mailing activities for vehicles. Any objection made by the buyer/client at the remanufacturing company to the processing of personal data that fall under the GDPR for the purposes of direct mailing will be allowed. The car's details will be entered in the odometer reading system. This system registers odometer readings in order to prevent fraud with odometers.

Article 8 - Conflict with legal provisions

Should any provision set out in these delivery and payment terms and conditions not apply or if it is in violation of public order or the law, then the provision in question will be considered as not having been written, and the other conditions will remain fully in force. The remanufacturing company reserves the right to change the disputed provision into a legal one.

Article 9 - Authentic language

If these delivery and payment terms and conditions are provided in a language other than Dutch, in case of doubt the Dutch version of these terms and conditions will be decisive.

Article 10 - Choice of law and forum

Every agreement between the remanufacturing company and the buyer/client will be governed by Dutch law. The applicability of the Vienna Sales Convention is explicitly excluded. This insofar as any law or treaty text does not exclude this choice of law.
 The court in the district in which the remanufacturing company is registered will have sole jurisdiction, unless within one (1) month after the remanufacturing company invokes this article, the buyer/client, makes it known in writing that it wants the dispute to be heard by the court that is competent under the law or treaty text.