

## **GENERAL TERMS AND CONDITIONS FOR DELIVERIES OF:**

Opel Classic-Parts V.O.F.  
Caumerboord 67  
6418 BM Heerlen  
The Netherlands

hereinafter referred to as: user

Article 1 - Definitions  
Article 2 - General  
Article 3 - Offers and tenders  
Article 4 - Agreement  
Article 5 - Execution of the agreement  
Article 6 - Delivery  
Article 7 - Samples and models  
Article 8 - Research, advertising  
Article 9 - Transport risk  
Article 10 - Fees, price and costs  
Article 11 - Amendment of the agreement  
Article 12 - Payment  
Article 13 - Retention of title  
Article 14 - Warranty  
Article 15 - Collection costs  
Article 16 - Suspension and dissolution  
Article 17 - Return of goods made available  
Article 18 - Liability  
Article 19 - Risk transfer  
Article 20 - Force majeure  
Article 21 - Indemnities  
Article 22 - Intellectual property and copyrights  
Article 23 - Confidentiality  
Article 24 - Non-takeover personnel  
Article 25 - Disputes  
Article 26 - Applicable law

### **Article 1 Definitions**

1. In these general conditions the following terms are used in the following meaning, unless explicitly stated otherwise:

User: the user of the general conditions;

Buyer: the other party of user, acting in the exercise of profession or business;

Agreement: the agreement between the user and the buyer.

## **Article 2 General**

1. The provisions of these general terms and conditions apply to every offer and every agreement between the user and a buyer to which the user has declared these terms and conditions applicable, insofar as the parties have not expressly deviated from these conditions in writing.
2. The present conditions also apply to all agreements with the user, for the execution of which third parties must be involved.
3. The general terms and conditions of the buyer only apply if it has been expressly agreed in writing that they apply to the agreement to the exclusion of these conditions. If then, any conflicting provisions in the general terms and conditions of the user and buyer will only apply between the parties if and insofar as they form part of the conditions of the user.
4. If one or more provisions in these general terms and conditions are void or may be annulled, the other provisions of these general terms and conditions remain fully applicable. User and buyer will then consult in order to agree on new provisions to replace the null and void or nullified provisions, whereby if and insofar as possible the purpose and intent of the original provision will be observed.
5. The VAT number can be found on the invoice of your purchase.

## **Article 3 Offers and tenders**

1. All offers are without obligation.
2. The quotations made by the user are without obligation; they are valid for 14 days, unless stated otherwise.
3. Delivery times in the quotations of the user are indicative and do not give the buyer the right to dissolution or compensation if this is exceeded, unless expressly agreed otherwise.
4. The prices in the mentioned offers and quotations include VAT and other government levies as well as shipping and any transport and packaging costs, unless explicitly stated otherwise.
5. If the acceptance deviates (on minor points) from the offer included in the quotation, the user is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless the user indicates otherwise.
6. A composite quotation does not oblige the user to deliver part of the goods included in the offer or quotation at a corresponding part of the stated price.
7. Offers or quotations do not automatically apply to repeat orders.

#### **Article 4 Agreement**

1. The contract of purchase and sale of goods shall first become binding on the user by his written confirmation.
2. Any agreement entered into with the user contains the resolutive condition that it will prove to him of sufficient creditworthiness of the client, solely for his assessment.
3. Information concerning the offered such as properties, sizes, color as well as data in printed matter, drawings, images and the like provided by the user with the offer are not binding on him and are given in good faith.

#### **Article 5 Execution of the agreement**

1. User will execute the agreement to the best of his knowledge and ability and in accordance with the requirements of good workmanship. All this on the basis of the current state of knowledge at that time.
2. If and in so far required for the proper execution of the agreement, the user has the right to have certain work carried out by third parties.
3. The buyer shall ensure that all data, of which the user indicates that they are necessary or of which the buyer should reasonably understand that these are necessary for the execution of the agreement, are provided to the user in time. If the data required for the execution of the agreement are not provided to the User in time, the User has the right to suspend the performance of the agreement and / or to charge the Buyer for the additional costs resulting from the delay according to the usual rates. .
4. User is not liable for damage, of whatever nature, because user has assumed incorrect and / or incomplete information provided by the buyer, unless this incorrectness or incompleteness should have been known to the user.
5. If it has been agreed that the agreement will be executed in phases, the user can suspend the execution of the parts belonging to a following stage until the buyer has approved the results of the preceding phase in writing.
6. If the user or third parties engaged by the user carry out work within the framework of the assignment at the location of the buyer or a location designated by the buyer, the buyer shall provide the facilities reasonably desired by those employees free of charge.
7. The buyer indemnifies the user against any claims from third parties that suffer damage in connection with the execution of the agreement and which is attributable to the buyer.

## **Article 6 Delivery**

1. Delivery takes place ex warehouse of user.
2. If delivery takes place on the basis of "Incoterms", the "Incoterms" applicable at the time of concluding the agreement will apply.
3. The buyer is obliged to take delivery of the goods at the time that the user delivers them or has them delivered to him, or at the moment at which they are made available to him according to the agreement.
4. If the buyer refuses to take delivery or is negligent with the provision of information or instructions that are necessary for the delivery, the user is entitled to store the goods at the expense and risk of the buyer.
5. If the goods are delivered, the user is entitled to charge any delivery costs. These will then be billed separately.
6. If the user requires information from the buyer in the context of the execution of the agreement, the delivery period starts after the buyer has made it available to the user.
7. If the user has specified a delivery period, this is indicative. A specified delivery time is therefore never a fatal deadline. If a term is exceeded, the buyer must give the user notice of default in writing.
8. The User is entitled to deliver the items in parts, unless this has been deviated from by agreement or if the partial delivery does not have an independent value. The User is entitled to invoice the thus delivered separately.
9. If it has been agreed that the agreement will be executed in phases, the user can suspend the execution of those parts belonging to a following phase until the buyer has approved the results of the preceding phase in writing.
10. Insured letter outside the EU with track and trace are from €10.00.

For all packages to countries outside the EU, shipping costs are 'from € 24.00'. These costs can only be used for small packages. For large packages the shipping costs are on request.  
If you live on an island, you will probably also be charged for this.

## **Article 7 Samples and models**

1. If a sample or model has been shown or provided to the buyer, then it is presumed to have been provided as an indication without the item having to comply with it, unless it is expressly agreed that the item will correspond with it.

## **Article 8 Research, advertising**

1. The Buyer is obliged to inspect the delivered goods at the time of delivery, but in any case within as short a time as possible. In doing so, the buyer should examine whether the quality and quantity of the delivered goods correspond with what has been agreed, or at least meets the requirements that apply to them in normal (trade) traffic.
2. Any visible defects or shortages must be reported to the user in writing within five days of delivery. Non-visible defects or shortcomings must be reported in writing or by telephone within 14 days of discovery, and must not be returned within 14 days.
3. If a complaint is made in time pursuant to the previous paragraph, the buyer remains obliged to purchase and pay for the purchased items. If the buyer wishes to return defective goods, this shall be done with the prior written consent of the user in the manner indicated by the user.

## **Article 9 Transport risk**

1. The goods and materials travel from the time of dispatch at the risk of the client.
2. Even if free delivery has been agreed, the client is liable for all damage (such as transport, fire and water damage, theft or misappropriation) during transport by goods suffered.
3. If the packaging of the goods is damaged, do not accept the goods and return them immediately.
4. Upon arrival of the goods, the client must convince himself of the state in which the goods are located. If it then appears that damage has been caused to the goods or materials, he must take all measures to obtain compensation.

## **Article 10 Fees, price and costs**

1. If the user has agreed upon a fixed sales price with the buyer, the user is nevertheless entitled to increase the price.
2. User may, inter alia, pass on price increases if, between the time of the offer and execution of the agreement, significant price changes have occurred in respect of, for example, exchange rates, wages, raw materials, semi-manufactured packaging material.
3. The prices used by the user include VAT and any other charges, as well as any costs to be incurred within the framework of the agreement, including shipping and handling costs, unless otherwise indicated.
4. All agreements are always concluded on the basis of the prices applicable at the time of closing.
5. Price lists and advertising materials are subject to change and do not bind the user.

## **Article 11 Amendment of the agreement**

1. If during the execution of the agreement it appears that for a proper implementation it is necessary to change and / or supplement the work to be performed, the parties shall adjust the agreement accordingly in good time and in mutual consultation.
2. If the parties agree that the agreement will be amended and / or supplemented, the time of completion of the execution may be affected. User will inform the buyer as soon as possible.
3. If the change and / or addition to the agreement have financial and / or qualitative consequences, the user will inform the buyer about this in advance.
4. If a fixed rate has been agreed, the user shall indicate to what extent the change or supplement to the agreement results in an exceeding of this fixed rate.
5. Contrary to the provisions in this article, the user will not be able to charge additional costs if the change or supplement is the result of circumstances that can be attributed to him.

### **6. Only for customers ordered from Germany.**

Please send your return package only via DHL to:

Opel Classic-Parts  
837837337  
Postfiliale 509

Triererstr. 718  
52078 Aachen

Germany

You have the right to cancel your order up to 14 days after receipt without giving any reason. After cancellation, you have another 14 days to return your product. You will then be credited the full order amount without shipping costs. The costs for returning from your home to the webshop are for your own account. If you use your right of withdrawal, the product with all accessories and - if reasonably possible - in the original condition and packaging will be returned to the entrepreneur.

We offer a model withdrawal form, see Payment and Returns.

When we have caused an incorrect shipment, then all shipping costs are for our account. To exercise this right, please contact us via [info@opel-classic-parts.com](mailto:info@opel-classic-parts.com). We will then pay the amount due within 14 days after goods received in good order.

## **Article 12 Payment**

1. We deliver our products against prepayment. We also offer order cash on delivery and the COD costs of 25 € are still on the normal delivery above. We also offer Paypal payments, and also for this additional costs are calculated depending on the country of origin.

## **Article 13 Retention of title**

1. All items supplied by user, including any designs, sketches, drawings, films, software, (electronic) files etc. remain the property of the user until the buyer has fulfilled all the following obligations from all agreements concluded with the user.

2. The buyer is not entitled to pledge the goods falling under the retention of title or encumber them in any other way.

3. If third parties seize goods delivered under retention of title or wish to establish or assert rights thereon, the buyer is obliged to inform user of this as soon as reasonably may be expected.

## **Article 14 Warranty**

1. The User guarantees that the items to be delivered meet the usual requirements and standards that can be set for them and are free of any defects.

2. If the goods to be delivered do not comply with these guarantees, the user shall replace the goods within a reasonable period after receipt thereof or, if returning is not reasonably possible, written notification regarding the defect by the buyer, at the choice of the user, or ensuring recovery. In the event of replacement, the buyer already agrees to return the replaced item to the user and to provide the property to the user.

3. The guarantee referred to here does not apply if the defect arose as a result of improper or improper use or if, without the written consent of the user, buyer or third parties, changes have been made or attempted to apply the goods or used them for purposes for which the case is not intended.

4. If the guarantee provided by the user concerns a case that was produced by a third party, the warranty is limited to that provided by the manufacturer of the item.

## **Article 15 Collection costs**

1. If the buyer is in default or fails to comply with one or more of his obligations, all reasonable costs incurred in obtaining payment out of court will be borne by the buyer. If the buyer defaults in the

timely payment of a sum of money, he will forfeit an immediately due and payable fine of 15% on the amount still owing. This with a minimum of € 50.00.

2. If the user has incurred higher costs, which were reasonably necessary, these will also qualify for reimbursement.

3. Any reasonable judicial and execution costs incurred will also be borne by the buyer.

4. Buyer owes interest on the collection costs incurred.

### **Article 16 Suspension and dissolution**

1. User is entitled to suspend the fulfillment of the obligations or to dissolve the agreement if:

- Buyer does not or not fully comply with the obligations from the agreement.

- after the conclusion of the agreement user learns of circumstances giving good ground to fear that the buyer will not fulfill the obligations. In the event that there is good reason to fear that the buyer will only partially or improperly fulfill his obligations, the suspension is only permitted insofar as the shortcoming justifies it.

- Buyer has been requested at the conclusion of the agreement to provide security for the fulfillment of his obligations under the agreement and this security is not provided or is insufficient. As soon as security has been provided, the authority to suspend will lapse, unless this payment has been unreasonably delayed.

2. Furthermore, the user is authorized to dissolve the agreement (or have it dissolved) if circumstances arise which are of such a nature that fulfillment of the agreement is impossible or, according to standards of reasonableness and fairness, can no longer be required or if other circumstances arise which nature that unaltered maintenance of the agreement can not reasonably be expected.

3. If the agreement is dissolved, the user's claims against the buyer will be immediately due and payable. If the user suspends fulfillment of the obligations, he retains his rights under the law and agreement.

4. User always reserves the right to claim compensation.

### **Article 17 Return of goods made available**

1. If the user has made goods available to the buyer in the execution of the agreement, the buyer is



obliged to return the delivered goods within 14 days in their original state, free of defects and in full. If the buyer fails to meet this obligation, all resulting costs are for his account.

2. If the buyer, for whatever reason, after being warned to do so, still remains in default with the obligation mentioned under 1., the user has the right to recover the resulting damage and costs, including the costs of replacement, from the buyer.

### **Article 18 Liability**

1. If the goods delivered by the user are defective, the liability of the user towards the buyer is limited to what is regulated in these conditions under Article 14 Guarantees.

2. If the user is liable for direct damage, this liability is limited to a maximum of € 2,500,000 (in words: two million five hundred thousand euros), at least that part of the agreement to which the liability relates.

The liability is at all times limited to a maximum of the amount of the benefit to be paid by the insurer of the user in the occurring case.

3. Direct damage is exclusively understood to mean:

- the reasonable costs for determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these conditions;
- any reasonable costs incurred to have the faulty performance of the user comply with the agreement, unless this defect can not be attributed to the user;
- reasonable costs incurred to prevent or limit damage, insofar as the buyer demonstrates that these costs have led to the limitation of direct damage as referred to in these general terms and conditions.

4. User is never liable for indirect damage, including consequential damage, lost profit, missed savings and damage due to business stagnation.

### **Article 19 Risk transition**

1. The risk of loss or damage to the products that are the object of the agreement passes to the buyer at the time when these are delivered to the buyer legally and / or factually and thus in the power of the buyer or of a buyer third parties are brought.

### **Article 20 Force majeure**

1. The parties are not obliged to comply with any obligation if they are prevented from doing so as a result of a circumstance that is not due to fault, and that neither under the law, a legal act or generally accepted in practice is at their expense.
2. Force majeure is understood in these general conditions in addition to what is understood in the law and jurisprudence, all external causes, foreseen or unforeseen, on which the user can not exert influence, but as a result of which the user is unable to fulfill his obligations. to come. Work strikes in the user's company are included.
3. User also has the right to invoke force majeure if the circumstance that prevents (further) performance occurs after user should have fulfilled his obligation.
4. During the period that the force majeure continues, the parties can suspend the obligations under the agreement. If this period lasts longer than two months, each of the parties is entitled to dissolve the agreement, without any obligation to compensate the other party for damage.
5. For as many users at the time of the occurrence of force majeure meanwhile partially fulfilled his obligations under the agreement or will be able to fulfill them, and the part to which the fulfilled or to be fulfilled belongs, the user is entitled to fulfill the already fulfilled or comply with. to invoice part separately. Buyer is obliged to pay this invoice as if it were a separate agreement.

#### **Article 21 Safeguards**

1. The buyer indemnifies the user against claims of third parties with regard to intellectual property rights on materials or data provided by the buyer, which are used in the execution of the agreement.
2. If the buyer provides user with information carriers, electronic files or software etc., the latter guarantees that the information carriers, electronic files or software are free of viruses and defects.

#### **Article 22 Intellectual property and copyrights**

1. Without prejudice to the other provisions in these general terms and conditions, the user reserves the rights and powers for the user pursuant to the Copyright Act.
2. The buyer is not allowed to make changes to the goods, unless the nature of the delivery follows otherwise or otherwise agreed in writing.
3. The designs, sketches, drawings, films, software and other materials or (electronic) files created by the user in the context of the agreement remain the property of the user, regardless of whether they go to the buyer or third parties unless otherwise agreed.

4. All documents provided by the user, such as designs, sketches, drawings, films, software, (electronic) files, etc., are exclusively intended for use by the buyer and may not be reproduced by him without the user's prior consent, be made public or brought to the knowledge of third parties, unless the nature of the documents provided dictates otherwise.

5. User reserves the right to use the knowledge gained by the execution of the work for other purposes, insofar as no confidential information is brought to the knowledge of third parties.

### **Article 23 Confidentiality**

1. Both parties are obliged to keep confidential all confidential information that they have obtained from each other or from another source within the framework of their agreement. Information is considered confidential if this is shared by a party or if this results from the nature of the information.

2. If, on the basis of a statutory provision or court order, the user is obliged to provide confidential information to third parties designated by the law or the competent court, and user can not rely on a legal or competent authority in this matter. court recognized or permitted right of change, then user is not obliged to compensation or compensation and the other party is not entitled to dissolution of the agreement on the basis of any damage, arising.

### **Article 25 Disputes**

1. The judge in the place of business of the user is exclusively authorized to take cognizance of disputes, unless the cantonal judge is competent. Nevertheless, the user has the right to submit the dispute to the competent court according to the law.

2. The parties will first appeal to the court after they have made every effort to settle a dispute by mutual agreement.

### **Article 26 Applicable law**

1. Dutch law applies to every agreement between the user and the buyer. The Vienna Sales Convention is explicitly excluded.