

Terms and conditions Autohandel Winkel B.V *(English*)*

Autohandel Winkel B.V
Lindberghstraat 37 7903 BM Hoogeveen

Article 1 Definitions

In these general terms and conditions, the following definitions apply:

'Store': the B.V Autohandel Winkel;

'Counterparty': any party that enters into an agreement with Winkel, or with whom Winkel is negotiating the conclusion of an agreement;

'Agreement': the agreement for the delivery of goods and / or the provision of services.

Article 2 Applicability of these conditions

These conditions apply to all legal relationships where Winkel acts as seller, supplier of goods or service provider. The applicability of the general terms and conditions used by the other party is hereby explicitly rejected.

Article 3 Offers and conclusion of the agreement

1. All quotations and offers from Winkel are without obligation, unless a period for acceptance is stated in the offer. A quotation or offer expires if the product to which the quotation or offer relates is no longer available in the meantime.
2. Shop can not contain an obvious mistake or error to his quotations or offers, or any part thereof.
3. The prices stated in an offer or offer are exclusive of VAT and other government levies, any costs to be incurred in the context of the agreement, including travel and accommodation, shipping and handling costs, unless otherwise indicated.
4. If the acceptance (whether or not on minor points) deviates from the offer included in the quotation or the offer, then Winkel is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless Winkel indicates otherwise.
5. Offers or quotations do not automatically apply to future orders.

Article 4 Delivery

1. Unless otherwise agreed, delivery Ex works. Delivery will take place immediately after the agreed purchase price has been received by Winkel. The other party is obliged to purchase the purchased goods from the purchased goods at the latest within seven days after delivery. If the other party does not take delivery of the goods within the aforementioned period, or refuses to

accept the goods or fails to provide information or instructions necessary for the delivery, Winkel may dissolve the agreement and declare the deposit as compensation.

2. Buyer declares that the purchased item is not sold to third parties, which are on an EU sanction list or on a US sanction list.

Article 5 Delivery time

An agreed delivery time is not a deadline, unless explicitly agreed otherwise. In the event of late delivery, the other party must therefore declare Shop in default in writing.

Article 6 Suspension and dissolution of the agreement

1. Winkel is entitled to suspend the fulfillment of the obligations or to dissolve the agreement if:
 - the other party does not, not fully or not timely fulfill the obligations under the agreement;
 - after the conclusion of the agreement Shop learns of circumstances giving good ground to fear that the other party will not fulfill the obligations;
 - the other party was asked to provide security for the fulfillment of its obligations under the agreement when the contract was concluded and this security is not provided or is insufficient;
2. Furthermore, Winkel is entitled to dissolve the agreement if circumstances arise which are of such a nature that fulfillment of the agreement is impossible or if other circumstances arise which are of such a nature that unaltered maintenance of the agreement can not reasonably be made by Winkel. be required.
3. If the agreement is dissolved, the claims of Winkel on the other party are due immediately. If Winkel suspends the fulfillment of the obligations, he will retain his rights under the law and agreement.
4. If Winkel proceeds to suspension or dissolution, it shall in no way be obliged to pay compensation for damage and costs in any way whatsoever.
5. If the dissolution is attributable to the other party, Winkel is entitled to compensation for the damage (such as: storage costs, transport costs, and loss of profit) as a result of this arising directly and indirectly. After the dissolution of the agreement, the other party, without prejudice to the foregoing, owes a penalty of 10% of the purchase price, which is immediately due and payable without further notice of default.
6. If the other party fails to comply with its obligations under the agreement, Winkel is entitled to dissolve the agreement immediately and with immediate effect without any obligation on its part for payment of any compensation or compensation, while the other party, for breach of contract, does have compensation or compensation is mandatory.

Article 7 Guarantees and Liability

1. Information regarding the features such as properties, color, sizes and details on the website, in printed matter, drawings and images provided by Winkel to the offer are not binding and are given in good faith.
2. At the conclusion of the purchase agreement, the other party shall be deemed to be familiar with all specifications of the purchased item that are relevant to it.
3. The other party is aware that Winkel can not stand for hidden defects and the life of the sold goods.
4. The other party may extensively test the items prior to the purchase.
5. The other party accepts the purchased items in the state, including any known and hidden defects, as found at the time of delivery.
6. After receipt of the case, the other party can no longer rely on any defects in the case.
7. Exchange of purchased items is not possible without the consent of Winkel.
8. Winkel does not grant guarantees on the goods sold by it in any way whatsoever and accepts no liability whatsoever in respect of the goods sold.
9. If Winkel is liable for any damage, the contractor's liability is limited to a maximum of the invoice value of the agreement, at least to that part of the agreement to which the liability relates.
10. Shop's liability is in any case always limited to the amount of the payment from its insurer, if any.
11. Winkel is never liable for indirect damage, but at most for direct damage.
12. Direct damage is exclusively understood to mean the reasonable costs for determining the cause and the scope of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions, any reasonable costs incurred to compensate for the defective performance of the contractor. to have the agreement answered, in so far as these can be attributed to Winkel and reasonable costs incurred to prevent or limit damage, insofar as the client demonstrates that these costs have led to limitation of direct damage as referred to in these general terms and conditions.
13. Winkel is never liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business stagnation.

Article 8 Risk transition

The risk of loss, damage or depreciation is transferred to the other party at the time the goods are delivered to the other party.

Article 9 Retention of title

1. The goods delivered by Shop shall remain the property of Winkel until the other party has fulfilled all obligations arising from all purchase agreements concluded with Shop.
2. If the other party fails to fulfill his obligations or there is a justified fear that he will not do so, Winkel shall be entitled to remove the goods delivered on which the retention of title referred to in paragraph 1 rest with the other party or third parties who hold the goods for the other party or remove them. to get. The other party is obliged to provide full cooperation to this end on pain of a fine of 10% of the amount owed by him per day.
3. If third parties wish to establish or assert any right to the goods delivered subject to retention of title, the other party is obliged to notify Winkel as soon as can reasonably be expected.
4. The other party commits itself at Winkel's first request
 - to insure the goods delivered subject to retention of title and keep them insured against fire, explosion and water damage and against theft and to make the policy of this insurance available for inspection;
 - to pledge all claims of the other party to insurers in respect of the goods delivered subject to retention of title to Winkel in the manner prescribed in art. 3: 239 BW;
 - to pledge the receivables that the other party obtains against its customers in the resale of goods delivered by Winkel subject to retention of title to Winkel in the manner prescribed in art. 3: 239 BW;
 - to mark the goods delivered under retention of title as the property of Winkel;
 - to cooperate in any other way with all reasonable measures that Winkel wishes to take to protect its property rights with regard to the goods and which do not unreasonably hinder the other party in the normal course of its business.

Article 10 Payment

1. Payment must be made within 7 days of the invoice date,
 - or by means of legal tender at the office of Winkel;
 - or by transferring the amount due to the bank account of Winkel.After the expiry of 7 days after the invoice date, the other party is in default without further notice of default; the counterparty has an interest rate of 2% per month from the moment of default on the due and payable amount.

2. In the event of liquidation, bankruptcy or suspension of payment of the other party or when application of the debt rescheduling arrangement with respect to the other party is declared, the obligations of the other party will be immediately due and payable.

3. In the event of cash payment, the buyer declares that the money does not come from illegal transactions and is also willing to provide a copy of the identification.

4. When cash payment is made, whereby the transaction is delivered intracommunally, 0% VAT delivery within the EU, the buyer declares that the delivered good is transported to invoice address.

Article 11 (Collection) costs

If the other party fails to fulfill one of its obligations or fails to do so on time, then, in addition to the agreed price, the other party will be charged:

- all costs for obtaining payment out of court, including the costs for the preparation and sending of reminders, the making of a settlement proposal and the collection of information. In any case, the other party, who can not be regarded as a consumer, owes 10% of the agreed purchase price. For consumers, the extrajudicial costs are calculated on the basis of the Reimbursement for extrajudicial collection costs. If Winkel has incurred higher costs, these will also qualify for reimbursement.

- all costs incurred in obtaining legal satisfaction.

Article 12 Force majeure

1. Force majeure means circumstances that prevent the fulfillment of the obligation and that can not be attributed to Winkel.

Below (if and insofar as these circumstances make performance impossible or unreasonably difficult) are included: strikes in companies other than Winkel, unforeseeable stagnation at suppliers or other third parties of which Winkel is dependent and general transport problems.

2. Winkel also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after Winkel should have fulfilled its obligation.

3. In the event of force majeure, the delivery and other obligations of Winkel will be suspended. If the period in which fulfillment of the obligations by Winkel is not possible due to force majeure lasts longer than two months, both parties are entitled to dissolve the agreement without there being an obligation to pay compensation in that case.

4. If Winkel at the onset of the force majeure already partially fulfills its obligations, or only partially fulfills its obligations, it is entitled to invoice the already delivered or the deliverable part separately and the other party is obliged to pay this invoice as it was a separate contract. However, this does not apply if the already delivered or

deliverable part does not have an independent value.

Article 13 Indemnity

1. The other party indemnifies Winkel against all claims from third parties that are directly or indirectly, indirectly or immediately related to the execution of the agreement or ensue from the law.

2. If Winkel is held liable by third parties for that reason, then the other party is obliged to assist Winkel both outside and in court and to do everything that may be expected of him in that case without delay. Should the other party fail to take adequate measures, then Winkel, without notice of default, shall be entitled to proceed to this himself. All costs and damage on the part of Winkel and third parties thereby arise, are fully for the account and risk of the other party.

Article 14 Applicable law and competent court

1. All legal relationships to which Winkel is a party are exclusively governed by Dutch law, even if an obligation is fully or partially executed abroad or if the party involved in the legal relationship is domiciled there.

2. The judge in Winkel's place of business has exclusive jurisdiction to hear disputes, unless the law prescribes otherwise. Nevertheless, Winkel has the right to submit the dispute to the competent court according to the law.

3. The provisions of the Vienna Sales Convention do not apply, nor does any future international regulation concerning the purchase of movable property, whose effect can be excluded by the parties.

4. All disputes arising from or in connection with the aforementioned legal relationships shall exclusively be submitted to the district court of the Northern Netherlands.

Article 15 Location and change conditions.

1. These conditions are available free on request at Winkel, they are also available at the office at Winkel

2. The Dutch text of the general terms and conditions is always decisive for the interpretation thereof.

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