

## **General terms and conditions of van der Horst GmbH**

### 1. General - Scope

#### 1.1

For all business relationships between the van der Horst GmbH and the customerThe following terms and conditions apply exclusively. Deviating conditions and agreements only apply if by van der Horst GmbH has given express written consent.

#### 1.2

Consumers in the sense of these terms and conditions are natural persons with whom a business relationship is entered into, without a commercial or independent professional activity being attributable to them. Entrepreneurs in the sense of these terms and conditions are natural or legal persons or legal partnerships with whom a business relationship is entered into, who act in the exercise of a commercial or independent professional activity. Customers in the sense of these terms and conditions are both consumers and entrepreneurs.

#### 1.3

Oral side agreements require written confirmation to be effective. This applies in particular to assurances and changes to the contract.

### 2. Conclusion of contract

#### 2.1

By ordering the goods, the customer declares a binding offer to purchase the goods ordered.

#### 2.2

We undertake to accept orders from customers in accordance with the terms and conditions. This does not apply if the order is based on a typing, printing or calculation error on our website. In this case, we will immediately submit a corrected offer to the customer.

#### 2.3

If the consumer orders the goods electronically, we will immediately confirm receipt of the order. This confirmation does not constitute acceptance of the offer A sales contract is only concluded when the ordered goods are shipped to the customer.

#### 2.4

Prices on the website are non-binding prices. Price changes are therefore possible at any time. The price should vary between order and before a contract is concluded, a notification will be sent throughvan der Horst GmbH, which is a new offer. In this case, the contract is concluded upon acceptance by the buyer.

#### 2.5

Urgent orders and firm deals must be expressly marked as such in writing. The resulting additional costs (couriers, express, etc.) will be charged separately.

#### 2.6

The conclusion of the contract is subject to the correct and timelySelf-delivery by our suppliers. This only applies in the event that we are not responsible for the non-delivery. The customerwill be informed immediately about the unavailability of the service. The consideration will be refunded

immediately.

### 3. Delivery dates

#### 3.1

Delivery dates are only binding if they have been expressly agreed in writing. Otherwise, delivery will be made as quickly as possible, but no more than 2 weeks from the delivery confirmation.

#### 3.2

Unless otherwise agreed, delivery will be made from the warehouse to the address given by the customer. The risk passes to the buyer as soon as the goods have been handed over by us to the commissioned sender. Lost in transit or damaged goods therefore do not justify any claims for damages or the right of the customer to withdraw from the seller. This also applies to time delays caused by delays in transport on the part of the post office, the parcel or courier service, the forwarding company, the federal railway or the air freight company.

#### 3.3

Force majeure or operational disruptions at the seller or his supplier, e.g. B. by riots, strikes, which temporarily prevent the seller from delivering the object of purchase on the agreed date through no fault of his own, change the agreed dates by the duration of the service disruption caused by these circumstances.

#### 3.4

If we exceed the delivery period, the customer can request in writing five days after the two-week delivery period has been exceeded to deliver within a reasonable grace period and, if the deadline expires, withdraw from the contract. With the receipt of this request there is a delay.

#### 3.5

Claims for damages due to non-fulfillment can be made by the customer only if we caused the delay in delivery intentionally or through gross negligence. In any case, the claims for damages are limited to the foreseeable damage.

#### 3.6

If the customer is in default of acceptance or violates other obligations to cooperate, we are entitled to claim the damage incurred, including any additional expenses. In this case, the risk of accidental loss or deterioration of the purchased item is transferred to the customer at the point in time at which the customer is in default of acceptance.

### 4. Retention of title

#### 4.1

In contracts with consumers, we reserve ownership of the goods until the purchase price has been paid in full. In contracts with entrepreneurs, we reserve ownership of the goods until all claims from an ongoing business relationship have been settled in full. Insofar as checks are handed over for payment, ownership is only transferred with a credit note.

#### 4.2

The customer is required to handle the product with care. If maintenance and inspection work are required, the customer has to carry this out regularly at his own expense.

4.3 The customer is obliged to notify us immediately of any third party access to the goods, for example in the event of a seizure, as well as any damage or destruction of the goods. The customer must notify us immediately of any change in ownership of the goods or of his own change of residence.

4.4

We are entitled to withdraw from the contract and demand the return of the goods if the customer acts in breach of contract, in particular in the event of default in payment or breach of an obligation according to clauses 3 and 4 of this provision.

4.5

The entrepreneur is entitled to resell the goods in the ordinary course of business. He already now assigns to us all claims in the amount of the invoice amount that accrue to him through the resale to a third party. We accept the assignment. After the assignment, the entrepreneur is authorized to collect the claim. We reserve the right to collect the claim ourselves as soon as the entrepreneur does not properly meet his payment obligations and is in default of payment. In this case, the entrepreneur must provide all information required to collect the claims, hand over the associated documents and disclose the assignment to the third party.

## 5. Distance contract with revocation clauses

### Right of cancellation

You have the right to enter into this contract within fourteen days without giving a reason to withdraw. The cancellation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, has or has taken possession of the goods in full or the last partial delivery. The consumer has no right of revocation in the case of distance sales contracts for the delivery of goods that are manufactured according to customer requirements or clearly tailored to personal needs (e.g. body cuts), or which are not due to their nature suitable for a return. Software products are also excluded from the return. When new parts are delivered, they must still be in new condition and must not have been used, in particular not already been installed. If you are an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB) and are acting in your commercial or self-employed activity when concluding the contract, you do not have the right of withdrawal.

To exercise your right of withdrawal, you must contact us

van der Horst GmbH  
Düppelstrasse 7  
48599 Gronau  
[info@autoverwertunggronau.de](mailto:info@autoverwertunggronau.de)

by means of a clear declaration (e.g. a letter sent by post or email) of your decision to withdraw from this contract. To comply with the cancellation period, it is sufficient for you to send your notification of exercising your right of cancellation before the cancellation period has expired.

### Consequences of withdrawal

If you withdraw from this contract, we will give you all the payments that we have from you including the delivery costs (with the exception of the additional costs that result from the fact that you have chosen a different type of delivery than the cheapest standard delivery offered by us), to be repaid immediately and at the latest within fourteen days from the day on which We have received the notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used in the original transaction because something else was expressly agreed with you; In no case will you be charged any fees for this repayment. You bear the direct costs of returning the goods. The costs are those shown in the offer / invoice Amount for shipping. Prices of other shipping companies may vary. We can refuse the repayment until we have received the goods back or until you have provided evidence that you have sent the goods back, depending on which the earlier point in time is. You must return or hand over the goods to us immediately and in any case no later than fourteen days from the day on which you informed us of the cancellation of this contract. The deadline is met if you send the goods before the period of fourteen days has expired. You bear the direct costs of returning goods that can be shipped as parcels. You also bear the return costs for goods that cannot be sent as parcels. The goods must be packed securely for the purpose of return. You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary to check the nature, properties and functionality of the goods.

## 6. Compensation

### 6.1

The purchase price includes the VAT tax required by law. This will be shown separately in the invoice at the statutory rate on the day of invoicing.

### 6.2

All prices are "ex warehouse". Packaging, shipping or further subsidiary agreements will be charged separately. In the case of mail order purchases, shipping costs are billed in addition to the purchase price. The customer incurs no additional costs when ordering using the means of distance communication.

### 6.3

The customer is obliged to pay the purchase price within 10 days of receiving the goods. After this period the customer is in default of payment. During the delay, the consumer has to pay interest on the money debt at a rate of 5 percentage points above the base rate. During the delay, the entrepreneur has to pay interest on the debt at a rate of 9 percentage points above the base rate. In any case, we reserve the right to provide evidence and assert higher damages. In the event that checks and direct debits are not honored, we are entitled to demand lump-sum compensation of EUR 20.00 for processing the incorrect booking for the additional expense of the canceled bank booking. However, the customer is permitted to prove that we did not suffer any damage at all or only in a significantly lower amount than the lump sum. This amount is incurred in addition to the bank charges levied by the bank.

### 6.4

The customer only has the right to offset if his counterclaims have been legally established or have been recognized by us. The customer can only exercise a right of retention if a Counterclaim is based on the same contractual relationship.

## 7. Transfer of risk

### 7.1

If the buyer is an entrepreneur, leave the risk of accidental loss and accidental deterioration of the goods with the handover in the case of sale by mail to the buyer with the delivery of the goods to the freight forwarder, the carrier or the person or institution otherwise assigned to carry out the shipment.

### 7.2

If the buyer is a consumer, the risk of accidental loss and accidental deterioration of the item sold is not transferred to the buyer until the item is handed over, even if the item is sold by mail.

### 7.3

The handover it is the same if the buyer is in default of acceptance.

## 8. Warranty

### 8.1

If the buyer is an entrepreneur, we initially guarantee defects in the goods through repair or replacement delivery, at our option.

### 8.2

Is the buyerConsumers, the following procedure is agreed, taking into account our economic interests to remedy a defect in the goods: For products with a value of less than 100.00 euros, the consumer can initially only request replacement delivery. If the value of the goods exceeds 100.00 euros, we are initially entitled to attempt to repair the goods within a reasonable period of time. A reworking period of 20 working days is considered appropriate. If the subsequent improvement is not economically reasonable, the subsequent performance is carried outReplacement delivery. In the case of a replacement delivery, we must receive the original goods within 5 days. Otherwise the spare part delivered by us will be recalculated.

### 8.3

If the supplementary performance fails, the customer can in principle, at his option, request a reduction in payment (reduction) or cancellation of the contract (withdrawal). In the case of only a minor lack of conformity, in particular only minor defects, the customer is not entitled to withdraw from the contract.

### 8.4

Entrepreneurs must notify us of obvious defects in writing within a period of 2 weeks from receipt of the goods, otherwise the assertion of the warranty claim is excluded. Deadline is sufficient for the timely dispatch. The entrepreneur bears the full burden of proof for all eligibility requirements. Consumers must inform us in writing of obvious defects within a period of 2 months after the time at which the non-contractual condition of the goods was determined. The receipt of the notification to us is decisive for compliance with the deadline. If the consumer fails to provide this information, the warranty rights expire 2 months after the defect has been discovered. This does not apply in cases of malice of the seller. The consumer bears the burden of proof when the defect was discovered. In the case of used goods, the consumer bears the burden of proof for the defectiveness of the item.

## 8.5

If the customer chooses to withdraw from the contract due to a legal or material defect after subsequent performance has failed, there is no additional claim for damages due to the defect. If the customer chooses compensation after subsequent performance has failed, the goods will remain with the customer if this is reasonable for him. The compensation is limited to the difference between the purchase price and the value of the defective item. This does not apply if we have maliciously caused the breach of contract.

## 8.6

For entrepreneurs, the warranty period for new goods is 1 year from delivery. Used items are excluded from the guarantee.

## 8.7

For consumers, the warranty period for new goods is 2 years from delivery. The warranty period for used goods is 1 year from delivery.

## 8.8

When used parts are sold, natural wear and tear is excluded from the guarantee.

## 8.9

Warranty claims only exist if the parts supplied are installed by a specialist workshop in compliance with our installation instructions, as are all of them. Maintenance and inspection work specified by the manufacturer has been demonstrably carried out in accordance with the manufacturer's specifications. If our installation instructions are disregarded and self-assembly, any warranty claims are void, provided the customer does not prove that the defect already existed at the time of delivery.

## 8.10

The purchase of used safety-relevant parts is at your own risk, we do not accept any guarantee or liability for proper function. Such parts are must be installed by a specialist workshop.

## 8.11

We sell all parts without operating supplies or lubricants. The customer is responsible for the proper filling with operating and lubricants within the framework of the installation. In case of improper filling, no guarantee is given.

## 8.12

Add-on parts that are still on the purchased used vehicle part will be handed over as free additional parts without any guarantee, unless they are dismantled on our part.

## 8.13

In the case of used parts, in the event of a material defect, the warranty is limited to free delivery of an equivalent or higher-quality used component. If a spare part is not available, the guarantee is limited to the reimbursement of the purchase price and any freight costs incurred. Natural wear and tear is excluded from the guarantee. Even when new parts are sold, the customer's warranty claims are subject to the condition that the purchased item has been installed by a specialist workshop and that the maintenance and repair work recommended by the manufacturer has been carried out. Suggests the improvement in the delivery of new ones. Spare parts fail or if further

attempts at improvement are unreasonable for the customer, the customer can, as stated, only demand a reduction in price and cancellation of the purchase contract. Further claims by the customer, regardless of the legal reason, are excluded. The seller is therefore not liable for damage that has not occurred to the purchased item itself. In particular, we are not liable for lost profit or other financial losses suffered by the customer.

#### 8.14

The above exemption from liability does not apply if the cause of the damage is based on intent or gross negligence or if the customer asserts claims for damages due to the lack of a guaranteed property. A property is only considered assured if the assurance is expressly made in writing. Mere product descriptions or verbal / telephone information are not guaranteed properties.

#### 8.15

The above limitations of liability do not apply in the event of injury to life, limb and health, for a defect after assuming a guarantee for the nature of the product and in the case of fraudulently concealed defects. Liability under the Product Liability Act remains unaffected.

#### 8.16

For the parts installed in the replacement delivery or in the case of rework, a guarantee is assumed on the basis of the purchase contract until the expiry of the warranty period for the original purchased item.

#### 8.17

Warranty claims do not exist if the customer does not report a fault or if the seller does not immediately give the seller the opportunity to make improvements, or if the purchased item has been used improperly or beyond the normal extent (e.g. motorsport) or if the manufacturer's specifications (e.g. B. Operating Instructions) have not been observed.

### 9. Return of goods and credits

#### 9.1

The withdrawal ofUnless the contract is subject to the Distance Selling Act, delivered goods free of defects are only made in exceptional cases and after prior consultation and agreement with the customer within 2 weeks. This is purely a goodwill gesture. The return will only take place if the goods are in perfect condition. The return must be carried out carriage paid to our warehouse. Returns are only possible if a credit is issued. When taking back proper goods, we charge aRestocking fee of 10% of the price and thus issue a credit of 90% of the purchase price. Electronic parts cannot be exchanged in any case. The credits are valid for one year.

#### 9.2

Should individual provisions of this contract with the customer, including the general terms and conditions, be or become wholly or partially ineffective, this shall not affect the validity of the remaining provisions. The wholly or partially ineffective regulation is to be replaced by a regulation whose economic success comes as close as possible to that of the ineffective one.

### 10. Applicable Law

The law of the Federal Republic of Germany. The provisions of the UN sales law do not apply Application.

#### 11. Place of jurisdiction

If the customer is a merchant, legal entity under public law or special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract is our place of business. The same applies if the Customer does not have a general place of jurisdiction in Germany or the place of residence or habitual residence is not known at the time the action is brought.

#### 12. Data protection

The customer agrees to the collection, processing and storage of the personal data required for the execution of the order and the registration for the email notification service. The data is only stored and used in-house. They will not be passed on to third parties and will not be sold.