**Article 1. General**

1.1 These terms and conditions apply to all offers and agreements for the purchase/sale of goods and materials and/or of orders and services of Bandenhandel Van der Veen B.V. established in Gorredijk, registered in the Trade Register of the Chamber of Commerce under number 92340431.
1.2. Additions or deviations from these terms and conditions must be agreed in writing and only apply to the agreement for which they were drawn up.
1.3. The rights and obligations arising from agreements between Bandenhandel Van der Veen B.V. and the other party cannot be transferred to third parties by the other party, unless with the written permission of Bandenhandel Van der Veen B.V.
1.4 Different general terms and conditions, including those of the client, are not accepted by Bandenhandel Van der Veen B.V., unless otherwise agreed in writing and confirmed.

**Article 2. Offers**

2.1. All offers are entirely without obligation and are valid for two weeks, unless otherwise agreed in writing. An offer that contains a term can nevertheless be revoked by Bandenhandel Van der Veen B.V., even after receipt of the order or assignment, provided that this is done within 5 working days after receipt of that order or assignment.
2.2. Quantities, weights, sizes, prices, etc. stated in price lists or on the website, quotations and other documents are for information purposes only. They have the character of an approximate indication and do not bind Bandenhandel Van der Veen B.V.

**Article 3. Agreements**

An agreement is only deemed to have been legally established after Bandenhandel Van der Veen B.V. has confirmed the order or assignment in writing, or has started executing the order or assignment. The content of the agreement is determined by the quotation and/or order confirmation from Bandenhandel Van der Veen B.V. and these General Terms and Conditions.

**Article 4. Prices**

4.1. All price quotations and the prices charged by Bandenhandel Van der Veen B.V. are the prices applicable at the time of the offer or the conclusion of the agreement, ex warehouse.
The costs of transport to an address or destination to be provided by the buyer are not included in the agreement, unless otherwise agreed in writing.
If delivery has taken place, the materials are further the responsibility of the buyer.
4.2. If, after the conclusion of the agreement, the prices of materials, taxes and/or other factors that partly determine the price of the materials and/or services undergo a change, Bandenhandel Van der Veen B.V. is entitled to implement these price changes. Price changes of more than 10% give the other party the right to terminate the agreement, provided that this is done in writing and within 7 days of receipt of the relevant notification. A termination as mentioned above does not give the other party the right to compensation for any damage.

**Article 5. Payment**

5.1. Payment by retail customers must be made immediately after delivery of the goods or service.
5.2. Unless otherwise agreed, all deliveries to a business customer are made against direct payment and a minimum advance payment of 40% of the order amount must be paid, unless otherwise agreed, before Bandenhandel Van der Veen B.V. starts compiling the order.
The remaining amount must be paid prior to transport, or - if transport is postponed for any reason - no later than seven days after the invoice date.

In the event of overseas transport, the delivery will only be released after full payment of any remaining invoice amount. The parties may also agree on a different payment term in writing. The applicable payment term always constitutes a fatal term.
5.3. The other party is in default after the expiry of the payment term referred to in paragraph 1 of this article or agreed upon, without a notice of default being required, regardless of whether the excess thereof can be attributed to the other party or not.

5.4. Without prejudice to its other rights, Bandenhandel Van der Veen B.V. if then is authorized to charge interest on the outstanding amount of 1.5% per month or part of a month, to be calculated from the relevant due date.
5.5. All judicial and extrajudicial costs incurred by Bandenhandel Van der Veen B.V. in the context of the settlement of outstanding amounts and/or any dispute with the other party, both claimant and defendant, shall be borne by the other party.
5.6 Incoming payments serve to settle the oldest outstanding items, including interest and costs, even if the other party declares otherwise in this regard.

**Article 6. Cancellation**
In the event of cancellation by the other party, all costs incurred by Bandenhandel Van der Veen B.V. in connection with the order are immediately due and payable, with a minimum of 40% of the principal sum, all to be increased to the extent necessary by any damages suffered by Bandenhandel Van der Veen B.V. as a result of the cancellation, which can be offset against the amounts paid by the other party in accordance with the provisions of Article 5.2.

**Article 7. Delivery time, delivery, risk**
7.1. Delivery times and other dates specified by Bandenhandel Van der Veen B.V. are indicative and are never to be regarded as a fatal term within the meaning of Article 6:83 sub a BW, unless expressly agreed otherwise in writing. If the expected delivery time is exceeded, the purchaser may give Bandenhandel Van der Veen B.V. written notice of default, by registered letter. The purchaser must use a reasonable term within which Bandenhandel Van der Veen B.V. can still fulfil the obligation(s) incumbent on it – without becoming liable for damages. A reasonable period is a period of two months after the expiry of the specified delivery time.
7.2. The stated or agreed delivery period will in any case, but not exclusively, be automatically extended by the period(s) during which: there is a delay in the manufacturing and/or shipping and/or assembly and/or any other circumstance temporarily preventing the execution, regardless of whether this can be attributed to Bandenhandel Van der Veen B.V.; the other party fails to fulfil one or more obligations towards Bandenhandel Van der Veen B.V. or there is a well-founded fear that it will fail to do so, regardless of whether the reasons for this are well-founded or not; the other party does not enable Bandenhandel Van der Veen B.V. to execute the agreement; this situation occurs, among other things, if the other party fails to communicate the place of delivery or to make available the data, items or facilities required for the execution.
7.3. The other party must receive and check the materials purchased from Bandenhandel Van der Veen B.V. (see warranty). If these materials are refused by the other party or delivery proves impossible, the materials will be stored by Bandenhandel Van der Veen B.V., at the expense and risk of the other party. Bandenhandel Van der Veen B.V. will demand compliance, but reserves the right to dissolve the agreement without judicial intervention, without prejudice to the right of Bandenhandel Van der Veen B.V. to compensation.

**Article 8. Execution of the agreement**
8.1 Bandenhandel Van der Veen B.V. will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship and proper business practice.
8.2. Bandenhandel Van der Veen B.V. is entitled to outsource the order or parts thereof to or have them carried out by third parties who are not employed by Bandenhandel Van der Veen B.V. without the other party's permission.
8.3. The other party shall ensure that all data that Bandenhandel Van der Veen B.V. indicates is necessary or that the other party should reasonably understand is necessary for the performance of the agreement, are provided to Bandenhandel Van der Veen B.V. in a timely manner. If the data required for the performance of the agreement are not provided to Bandenhandel Van der Veen B.V. in a timely manner, Bandenhandel Van der Veen B.V. has the right to suspend the performance of the agreement and/or charge the other party for the additional costs resulting from the delay at the usual rates.

**Article 9. Warranty/Complaints**

9.1. The other party has a warranty on new materials in accordance with the conditions of the manufacturer (factory warranty).
9.2. Bandenhandel Van der Veen B.V. guarantees the soundness and quality of the products it supplies and/or the used and/or supplied materials, with the exception of materials sold in an offer/clearance sale, second-hand/demo rims and/or tires;
9.3. If a delivery to a private customer of used tires and/or used rims does not meet the requirements that can reasonably be set for them in normal use, Bandenhandel Van der Veen B.V. will repair, replace or compensate the other party for the resulting defects in the supplied materials - free of charge - within a period of 30 days after delivery, at the discretion of Bandenhandel Van der Veen B.V., provided that the defect found is reported in writing or by e-mail within five days after delivery. In the following cases, no claim can be made on legal guarantee, compensation, free repair or replacement:
• in case of damage or defects caused by intent or gross negligence;
• in case of unskilled or injudicious use;
• in case of failure to perform timely maintenance or in case of incorrect maintenance;
• in case of repairs carried out by yourself or by third parties, unless Bandenhandel Van der Veen B.V. has given prior written permission for this;
• in case of normal wear and tear;
9.4. Complaints are not possible if:
• the delivered materials show one or more imperfections or deviations that fall within a reasonable tolerance;
• the delivered materials have been used for a purpose other than that for which they are normally intended or have been used, stored or transported in an injudicious manner in the opinion of Bandenhandel Van der Veen B.V.;
• the damage has been caused by negligence of the other party or because the other party has acted contrary to instructions, directions and advice from Bandenhandel Van der Veen B.V.;
• the other party has not fulfilled its obligations towards Bandenhandel Van der Veen B.V. (both financially and otherwise).
• If other and/or more stringent requirements have been set for the delivery than were known when the agreement was concluded.
• If repairs or other work has been carried out on the work performed by third parties without the written permission of Bandenhandel Van der Veen B.V.
9.5. If the other party complains in writing within 10 days of receipt, taking into account the provisions of the relevant agreement and these general terms and conditions, and its complaint is found to be justified by Bandenhandel Van der Veen B.V., Bandenhandel Van der Veen B.V. will, at its discretion, replace the defective items (or parts thereof) free of charge (after which the replaced items become its property) or repair them, or carry out the work again or grant a price reduction, at the discretion of Bandenhandel Van der Veen B.V.
9.8. Processing a complaint does not suspend the other party's payment obligation.
9.9. If attention is paid to a complaint outside the cases described above, this is done entirely without obligation and the other party cannot derive any rights from this.

**Article 10. Non-compliance/dissolution/suspension**

10.1 Bandenhandel Van der Veen B.V. is authorized to terminate the agreement with immediate effect without judicial intervention, in whole or in part, or to suspend the execution, without prejudice to its other rights (to compliance and/or compensation), if:
• the other party acts in violation of any provision of the agreement between the parties;
• the other party dies, applies for a moratorium or files for bankruptcy;
• the other party's bankruptcy is applied for;
• the other party's company is closed down or liquidated;
• a private settlement is offered;
• any asset of the other party is seized;

10.2 The provisions of paragraph 1 of this article shall apply accordingly if the other party, after having been invited to do so in writing, has not provided appropriate security within 7 days in the opinion of Bandenhandel Van der Veen B.V.

**Article 11. Retention of title**

11.1 Delivery takes place under retention of title. This retention applies to claims for payment of all items delivered or to be delivered by Bandenhandel Van der Veen B.V. to the other party under any agreement and/or work performed in the context of delivery, as well as to claims due to failure of the other party to comply with these agreements.
11.2 In the cases referred to in article 10 paragraph 1, Bandenhandel Van der Veen B.V. is authorised to take back the delivered items that have remained its property in accordance with the previous paragraph of this article. Such a takeback is considered a termination of the agreement(s) concluded with the other party. The other party irrevocably authorises Bandenhandel Van der Veen B.V. to remove the items in question from where they are located, to the extent necessary.
11.3 The Counterparty is authorised, if and to the extent necessary in the context of its normal business operations, to dispose of the items to which the retention of title applies, provided that Bandenhandel Van der Veen B.V. has given written permission to do so. The Counterparty is only permitted to make use of this authority if the items to which the retention of title applies are also only delivered or resold to third parties under the express reservation of the ownership rights of Bandenhandel Van der Veen B.V.
The Counterparty is also obliged to grant Bandenhandel Van der Veen B.V. a silent pledge on the claims that it has or will have on these third parties upon first request.
In the event that the Counterparty refuses to do so, this provision shall apply as irrevocable authorisation to Bandenhandel Van der Veen B.V. to establish this pledge.

**Article 12. Right of retention**

Bandenhandel Van der Veen B.V. is authorized to suspend the fulfillment of the obligation to deliver an item of the other party, which it has in its possession in the context of an assignment, until the claim of Bandenhandel Van der Veen B.V. with regard to that item has been paid in full, including interest and costs, unless the other party has provided sufficient security for the goods in question.

**Article 13. Liability**

13.1 Bandenhandel Van der Veen B.V. is not liable for damage resulting from any shortcoming in the fulfillment of its obligation(s) towards the other party. The fulfillment of the obligations under warranty/complaint as described in article 9 above applies as the sole and complete compensation for damages. Any other claim for compensation for damages, on whatever grounds, is excluded, unless there is intent or gross negligence on the part of Bandenhandel Van der Veen B.V. or managerial subordinates.
13.2 Bandenhandel Van der Veen B.V. is also not liable for intent or (gross) negligence of others it has engaged in the context of the execution of the agreement.
13.3 Bandenhandel Van der Veen B.V. accepts no liability for advice provided by or on behalf of it.
13.4. Bandenhandel Van der Veen B.V. has the right at all times to repair damage suffered by the other party. The other party must give Bandenhandel Van der Veen B.V. the opportunity to do so, otherwise the liability claim and thus the compensation will lapse.

**Article 14. Force majeure**

14.1 Force majeure within the meaning of these general terms and conditions is understood to mean any circumstance beyond the control and will of Bandenhandel Van der Veen B.V., whether or not foreseeable at the time of entering into the agreement, as a result of which compliance cannot reasonably be expected of Bandenhandel Van der Veen B.V. may be required, such as war, government measures, lack of fuel, factory or transport disruptions of any kind, strikes, lockouts or lack of personnel, quarantine, epidemics, frost damage, failure of third parties engaged by Bandenhandel Van der Veen B.V. for the benefit of the agreement (such as late deliveries by suppliers), etc.

14.2. Force majeure gives Bandenhandel Van der Veen B.V. the right to either terminate the agreement in whole or in part, or to suspend the performance of its obligations, without being liable for damages. The other party remains obliged to pay for the part of the agreement that has already been performed.

**Article 15. Partial nullity**

If one or more provisions of the agreement with the other party should prove to be invalid or not fully valid, the other provisions will remain fully in force. In place of the invalid provisions, an appropriate arrangement will apply that approaches the intention of the parties and the economic result they are aiming for as closely as possible in a legally effective manner.

**Article 16. Place of performance, applicable law, competent court**

16.1. The place of business of Bandenhandel Van der Veen B.V. Gorredijk is the place where the other party must fulfil its obligations towards Bandenhandel Van der Veen B.V., unless mandatory provisions oppose this.
16.2. All offers and agreements of Bandenhandel Van der Veen B.V. are exclusively governed by Dutch law.
16.3 All disputes relating to agreements between the other party and Bandenhandel Van der Veen B.V., to which these general terms and conditions apply, will be settled by the competent court in the district of Leeuwarden (Netherlands).