

GENERAL TERMS AND CONDITIONS OF VICTORY CLASSIC CARS BV

GENERAL

1. These General Terms and Conditions form part of all agreements concluded between Victory Classic Cars BV (hereinafter VCC BV), trade name ER Classics, and buyers or clients with regard to the purchase, repair and maintenance of cars, parts and accessories therefor.

2. General terms and conditions came into effect on January 1, 2015 and come into effect on January 1, 2015.

DEFINITIONS

In these General Terms and Conditions:

- the car: a passenger car, a combination or van derived from it, the total weight of which, including the load capacity, does not exceed 3,500 kg;
- the car to be purchased: a car that is sold by the buyer to the seller in the context of the agreement;
- the agreement: the agreement for the purchase and sale of a car or parts and accessories for it;
- the seller: the person who sells a car or parts and accessories for it pursuant to the agreement;
- the buyer: the person who purchases a car or parts and accessories for it pursuant to the agreement;
- the assignment: the agreement to carry out assembly, disassembly, repair or maintenance work, voluntary or statutory inspections and damage assessments, each individually or collectively referred to as 'work';
- the client: the person who instructs the repairer to carry out work or have it carried out;
- the repairer: the person who carries out or has carried out an order with regard to a car and/or parts and accessories for it;

BUY AND SELL

Article 1 - The offer

The seller's offer is made orally, in writing or electronically and - if a term for acceptance has been set - is in force during the term indicated therein. The acceptance of the offer by the buyer is only valid if it takes place within the stipulated period. Furthermore, the electronic acceptance of the offer by the buyer is only valid if it has been confirmed by the seller. If no term for acceptance has been set, the offer will remain in force for two working days, provided that the car has remained unsold.

Article 2 - The agreement

The agreement must always be recorded in writing or electronically. A copy of a written agreement must be provided to the buyer. However, the absence of a written or electronically recorded agreement does not void this agreement.

Article 3 - The content of the agreement

A written or electronically recorded agreement will in any case include:

- the chassis number/license plate of the car and any car to be purchased, both with any accessories;
- the price of the car at the time of purchase and sale, with an indication of whether the price is a fixed or a non-fixed agreed price;
- the price of any car to be purchased at the agreed time of delivery of that car; it should be noted here that by definition it concerns a margin car, unless it is explicitly stated that it concerns a VAT car;
- the delivery costs of the car;
- the presumed or explicit fixed delivery date;
- the method of payment.

Article 4 - Price changes/increase

1. Changes in taxes, excise duties and similar government levies are passed on at all times in both the fixed and the non-fixed agreed price of cars.

2. Without prejudice to the provisions of Article 6 paragraph 1, in addition to the aforementioned changes, price increases as a result of changes in factory and/or importer prices and in exchange rates may also be passed on in the non-fixed agreed price of the cars. After notification of this change, the buyer has the right to dissolve the agreement if the increase in the stipulated price by the seller takes place after the conclusion of the agreement. The dissolution must take place within ten days of that notification. The dissolution must take place in writing.

Article 5 - The risk for the car

The car is at the expense and risk of the seller until the time of actual delivery. Any car to be purchased will only become the property of the buyer once it has actually been delivered to him. Until that time, the car to be purchased is at the expense and risk of the seller and all costs are at his expense. This also includes the costs of maintenance and any damage, regardless of the cause, including damage as a result of not being able to hand in the official car documents.

Article 6 - Cancellation

1. The buyer has the right to cancel the purchase agreement, regardless of whether the seller has failed in his obligations.

This cancellation can only be made in writing. The buyer is obliged to compensate the seller for all damage he suffers as a result of the cancellation within one week after this cancellation. This damage is set at 15% of the purchase price of the canceled car. If the buyer has not paid this compensation within 10 days, the seller has the right to inform the buyer in writing that he requires compliance with the concluded agreement. In that case, the buyer can no longer invoke the cancellation. The buyer's obligation to pay this compensation is a debt within the meaning of Article 19 of these General Terms and Conditions for which a time of payment has been expressly agreed.

2. The authority to cancel lapses if the car to be purchased or sold has been delivered to the seller by the buyer.

Article 7 - Condition of the car

1. At the time of actual delivery of the car to be bought/sold, it must be in the same condition as it was when the purchase/sale agreement was concluded.
2. If changes have occurred to the car between the time of the conclusion of the purchase/sale agreement and the actual delivery, both of an optical nature and with regard to the technical condition of the car, the seller will immediately inform the buyer of this. informed.
3. The provisions of paragraph 2 of this article may give rise to amendment or dissolution of the concluded agreement.

Article 8 – View of the car

1. The seller enables the buyer to carry out a full inspection of the car offered, whereby the possibility is offered to use a bridge. This also includes offering a test drive on a completely non-binding basis.
2. The buyer is given every freedom to have the car offered by the seller assessed by a recognized appraiser. The costs of this appraisal are for the buyer's expense.

Article 9 - Advertisements

Despite the care we devote to the correct input of the data of the cars offered, we cannot be held responsible and/or liable for any errors, omissions, imperfections in the data. Visitors to our site and/or readers of VCC BV advertisements on other websites cannot derive any rights whatsoever from the information and prices offered by us, or from the consequences of any transactions arising from the information.

REPAIR AND MAINTENANCE

Article 10 - The assignment

The assignment to perform work is given orally, in writing, or electronically. An order given electronically by the client is only concluded after it has been confirmed by the contractor. If desired, a copy of a written order will be provided to the client.

Article 11 - Quotation and term

The client may require a statement of the price of the work, as well as the term within which the work will be carried out, before or when the assignment is given. The stated price and term are approximate, unless the client and the repairer agree on a fixed price and/or term. If the approximate price quoted is exceeded or threatens to be exceeded by more than 20%, subject to a minimum amount of € 100.00, the repairer must contact the client to discuss the additional costs. The client is entitled to terminate the agreement in writing, with due observance of a notice period of two weeks, with compensation to the repairer for the work already performed by him. If the approximate term stated is exceeded or threatened, the repairer must immediately inform the client of this, stating the new date of delivery.

Article 12 - The bill

An itemized invoice is issued for the work performed.

Article 13 - Storage costs

If the client has not collected the car within three working days of being notified of the completion of the assignment, the repairer may charge a fee charged within his company or, in the absence thereof, another reasonable fee for storage costs. This compensation for storage costs has been set at an amount of € 100.00 per month.

Article 14 - Right of retention

The repairer can exercise the right of retention on the car, if and for as long as:

- the client does not or does not fully pay the costs of the work on the car;
- the client does not or does not fully pay the costs of previous work performed by the repairer on the same car;
- the client does not or does not fully pay other claims arising from the contractual relationship with the repairer/seller.

The repairer can also exercise the right of retention if the dispute regarding the work has been brought before the Vehicle Disputes Committee referred to in Article 21 paragraph 2 or before the court. The repairer cannot exercise the right of retention if the client has provided sufficient (replacement) security, for example via a deposit with the Vehicle Disputes Committee.

Article 15 - Replaced parts

The replaced parts will be made available to the client after the assignment has been carried out, if the client has requested this when the assignment was given. This does not apply to parts that must be separated in connection with warranty claims. In that case, the parts will be made available after the warranty claims have been settled according to the guarantor and the client wants to demonstrate by means of these parts that the warranty claims have not been or (still) insufficiently settled. In all other cases, the replaced parts become the property of the repairer, without the client being able to claim any compensation.

Article 16 - Damage assessment

If the repairer has carried out a damage assessment, the actual costs incurred will be charged to the client. These costs are not charged if an order for repair is issued to the repairer, or if the delivery of another car is agreed with the repairer. The valuation costs are agreed in writing by the parties in advance.

Failing this, valuation costs to be determined within reason will be due, whereby the parties take as a starting point the rules of conduct for surveys, drawn up in mutual consultation between BOVAG, FOCWA, NIAV and NVV.

GUARANTEE

Article 17 - Warranty on cars and parts/accessories

1. The guarantees stated in this article and in article 18 do not affect the legal rights (including the right under Book 7 of the Dutch Civil Code that the item conforms to the agreement upon delivery) that a buyer/client not acting in the exercise of a profession or company has on that account, is left unaffected. When visiting the garage in connection with the warranty referred to in this article and in article 18, the seller will ensure that the transport needs of the buyer will be met in an appropriate manner.
2. No warranty other than that provided by the manufacturer or importer applies to the cars and the parts, and the statutory rights as stated in member 1.
3. The seller does not provide a guarantee on the cars, unless expressly agreed otherwise in writing.
4. The seller does not guarantee the mileage stated on the car's odometer.
5. Unless otherwise agreed, the cars will be delivered without a valid Periodic Inspection (MOT).

No warranty is provided on parts supplied separately. Defects that have arisen outside the European Economic Area are not covered by the warranty on the cars, unless the buyer demonstrates that the defects have not arisen due to conditions that deviate from the European Economic Area (inferior roads, inferior fuel, etc.).

Article 18 - Repair and maintenance guarantee

1. Within the European Economic Area, the repairer guarantees the proper execution of the assignments accepted or outsourced by him and the materials used for this for a period of three months, counting from the time the car is made available to the client again. The guarantee includes the correct execution of the assignment that has not been carried out or has not been carried out properly, in a correct manner and within a reasonable period of time and without serious inconvenience. If the work still to be carried out by the repairer is no longer possible or useful, the client is entitled to reasonable compensation.
2. No warranty is provided on commissioned emergency repairs.
3. The warranty claims lapse if:
 - a. the client does not notify the repairer of this as soon as possible after discovering the defects;
 - b. the repairer is not given the opportunity to rectify the defects;
 - c. third parties have carried out work without prior knowledge or permission from the repairer that is related to the work performed by the repairer in respect of which the guarantee is invoked. However, the guarantee does apply if the need for immediate repair has arisen elsewhere and this can be demonstrated by the client on the basis of the information provided by the other repairer and/or on the basis of the broken parts.In that case, reimbursement of the costs of the repair will take place on the basis of the price level as applicable in the repairer's company.
This compensation will never exceed the actual costs incurred.

GENERAL PROVISIONS

Article 19 - Payment

1. The buyer/customer's debts to the seller/mechanic are delivery debts. Payment must be made in cash upon delivery of the car or parts or after the services provided. Cash payment also includes crediting the amount due to a bank or giro account specified by the seller/mechanic at the time of delivery.
2. If another moment of payment has been expressly agreed in writing, the seller/mechanic is entitled to charge the statutory interest on the unpaid amounts on a monthly basis. The remaining part of the month from the moment at which payment should have taken place is regarded as a whole month. This increase in the amount due is regarded as a condition under which the seller/mechanic has granted a deferment of payment without the purchaser/client's obligation to pay cash being cancelled. The increase takes effect one month after the invoice is sent.
3. If the parties have waived payment in cash and have not expressly agreed upon a moment of payment in writing, a payment term of one month applies. The buyer/client then owes the statutory interest, whereby part of a month is regarded as a whole month from two weeks after he has been demanded to pay by registered letter from the seller/mechanic.
4. If the buyer/client fails to pay the amount due after a summons, the seller/mechanic is entitled to increase this amount by the collection costs. These collection costs include both judicial and extrajudicial costs. Extrajudicial costs are all costs charged to the seller/mechanic by lawyers, procurators, bailiffs and any other who they use to collect the amount due. The extrajudicial costs are set at 15% of the amount due, unless the buyer can demonstrate that the seller suffers less damage.

Article 20 - Retention of title

The delivered car remains the property of the seller as long as the buyer has not paid in full all that he owes under the purchase agreement. As long as ownership of the car has not passed to the buyer, the buyer is obliged to insure and maintain it at his own expense. The seller shall not be obliged to indemnify the buyer in any way against his liability as holder of the car. On the other hand, the buyer indemnifies the seller against claims that third parties may have against the seller and which can be related to the retention of title.

Article 21 – Dutch law

Dutch law applies exclusively to all cars sold by VCC BV and to which these general terms and conditions apply. Only the Dutch court is authorized to take cognizance of disputes.

Article 22 - Deviations

Deviations, including additions or extensions to these General Terms and Conditions, are only valid if they have been laid down in writing by both parties.

Article 23 - Complaints

A buyer/client who has complaints about the sale of a car or about the implementation of the repair and maintenance guarantee must first turn to Victory Classic Cars BV.

Article 24 - Personal data

The buyer/client's personal data stated on the order confirmation will be processed by the seller/contractor within the meaning of the Personal Data Protection Act (Wbp). On the basis of this processing, the seller/contractor can: execute the agreement and fulfill its guarantee obligations towards the buyer/client, provide the buyer/client with an optimal service, provide it with up-to-date information in a timely manner car information and make him personalized offers. In addition, the personal data can be made available to third parties, including the importer of a vehicle brand, for direct marketing activities for vehicles. The car data is included in the system of the National Autopas Foundation. In this system, odometer readings are recorded to prevent fraud with odometers prevent. The buyer/client may object to the processing of personal data within the meaning of the Wbp for direct mailing activities with the seller/contractor.

INTERNET SALES

When selling cars offered via the website of Victory Classic Cars BV, whereby the purchase agreement between Victory Classic Cars BV and the buyer has been concluded at a distance, the general terms and conditions as included in Appendix 1 apply.

ATTACHMENT 1: GENERAL TERMS AND CONDITIONS FOR INTERNET SALES

Article 1 - Applicability

1. These general terms and conditions apply to every offer from Victory Classic Cars BV (hereinafter VCC BV) and to every distance contract concluded between VCC BV and the consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general terms and conditions can be viewed at VCC BV and that they will be sent free of charge as soon as possible at the request of the consumer.
3. If the distance contract is concluded electronically, contrary to the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that they can be read by the consumer. consumer can be stored in a simple manner on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, VCC BV will indicate where the general terms and conditions can be inspected electronically and that they will be available free of charge at the request of the consumer electronically or otherwise. sent.

Article 2 - The offer

1. If an offer has a limited period of validity or is subject to conditions, this will be expressly stated in the offer.
2. The offer contains a complete and accurate description of the offered car. The description is sufficiently detailed to allow a proper assessment of the car by the consumer. If VCC BV uses images, these are a true representation of the car offered. Obvious mistakes or errors in the offer do not bind VCC BV.
3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer.

Article 3 - The agreement

1. Subject to the provisions of paragraph 2, the purchase agreement is concluded at the time of acceptance by the consumer of the offer and compliance with the corresponding conditions.
2. If the consumer has accepted the offer electronically, VCC BV will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by VCC BV, the consumer can dissolve the purchase agreement.
3. If the purchase agreement is concluded electronically, VCC BV will take appropriate technical and organizational measures to secure the electronic transfer of data and will ensure a secure web environment. If the consumer can pay electronically, VCC BV will observe appropriate security measures.
4. When accepting the offer of a car, VCC BV will send the consumer the following information, in writing or in such a way that it can be consulted in an accessible manner by the consumer:

1. the conditions under which and the manner in which the consumer of the right of withdrawal can use, or a clear statement about being excluded from it right of withdrawal;
2. the information about any guarantees and existing after-sales service.

Article 4 - Right of withdrawal

1. When purchasing a car, the consumer has the option of dissolving the purchase agreement without giving reasons during 14 days. This cooling-off period starts on the day after receipt of the car by the consumer.
2. During the cooling-off period, the consumer will treat the car with care. He will only use the car to the extent necessary to assess whether he wishes to keep the car. If he makes use of his right of withdrawal, he will return the car with all accessories supplied, including the official car documents, to VCC BV, in accordance with the reasonable and clear instructions provided by VCC BV.
3. If the consumer wishes to make use of his right of withdrawal, he is obliged to make this known to VCC BV within 14 days after receipt of the car. After the consumer has made it known that he wishes to make use of his right of withdrawal, the consumer must return the car within 14 days. The consumer must prove that the car was returned on time.
4. If the customer has not made it known after the expiry of the periods referred to in paragraphs 2 and 3 that he wishes to make use of his right of withdrawal resp. has not returned the car to VCC BV, the purchase is a fact.
5. The risk of damage to and/or loss of the car rests with the buyer when exercising the right of withdrawal until the moment of return to VCC BV, unless expressly agreed otherwise.
6. Return of the car must take place in one of the following three ways:
 - a. personal return by the buyer;
 - b. return by VCC BV issuing an order to pick up the car;
 - c. return of the car by an officially recognized car transport company. If this option is chosen, prior permission from VCC BV must be obtained.

Article 5 - Conformity and Warranty

1. VCC BV guarantees that the car complies with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and the statutory provisions and/or regulations existing on the date of the conclusion of the purchase agreement. government regulations.
2. Any guarantee provided by VCC BV does not affect the legal rights and claims that the consumer can assert against VCC BV on the basis of the purchase agreement.

Article 6 - Delivery and execution

1. VCC BV will take the greatest possible care when receiving and executing the agreement to purchase a car.
2. The place of delivery is the address that the consumer has made known to VCC BV.
3. The risk of damage and/or loss of products rests with VCC BV until the moment of delivery to the consumer, unless expressly agreed otherwise.
4. The time and method of delivery will be agreed upon in mutual consultation between VCC BV and the consumer.

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Dutch terms and conditions (Algemene voorwaarden) are registered under Dutch law

Article 7 - Additional or deviating provisions

Additional or deviating provisions from these general terms and conditions may not be to the detriment of the consumer and must always be laid down in writing.