

## General Terms and Conditions Wescoparts.com

### Article 1. Applicability

1.1 To all offers, orders for (kitchen) parts and agreements from Vervangingsmarkt BV, also acting via the websites [vervangingsmarkt.nl](http://vervangingsmarkt.nl) and [www.wescoparts.com](http://www.wescoparts.com), these General Terms and Conditions apply.

1.2 Accepting an offer or placing an order means that you accept the applicability of these Terms and Conditions.

1.3 The provisions of these Terms and Conditions can only be deviated from in writing, in which case the other provisions will remain in full force.

1.4 All rights and claims, as stipulated in these Terms and Conditions and in any further agreements for the benefit of [vervangingsmarkt.nl](http://vervangingsmarkt.nl) or [wescoparts.com](http://wescoparts.com), are also stipulated for the benefit of intermediaries and other third parties engaged by Vervangingsmarkt BV. .

### Article 2. Offers/agreements

2.1 All offers from Vervangingsmarkt BV are without obligation and Vervangingsmarkt BV expressly reserves the right to change the prices, especially when this is necessary based on (legal) regulations. See also article 3.6. 2.2 An agreement is only concluded after acceptance of your order by Vervangingsmarkt BV is entitled to refuse orders or to attach certain conditions to the delivery, unless expressly stated otherwise. If an order is not accepted, Vervangingsmarkt BV will notify this within ten (10) working days after receipt of the order.

### Article 3. Prices and payments

3.1 The prices stated for the products and services offered are in Euros, including VAT and excluding handling and shipping costs, any taxes or other levies, unless stated otherwise or agreed in writing. 3.2 Payment must be made without discount or compensation within fourteen (14) days after the invoice date if it concerns deliveries within the Netherlands, and within twenty-one (21) days after the invoice date if it concerns deliveries outside the Netherlands, unless otherwise agreed in writing. 3.3 Payment can be made by payment slip, prepayment. When paying by bank or giro, the date of payment is the date of crediting of the giro or NL31RABO01500430 in name of Vervangingsmarkt BV 3.4 If the payment term is exceeded, you will be in default from the day on which payment should have been made and from that day you will owe default interest of 1% per month or part of a month on the outstanding amount. If payment is made after a reminder from Vervangingsmarkt BV, you will owe an amount of twenty-five euros (25.00) in administration costs and if Nooitmarkt.nl outsources its claim for collection, you will also owe the collection costs, which are at least fifteen percent (15%) of the outstanding amount, without prejudice to the authority of [vervangingsmarkt.nl](http://vervangingsmarkt.nl) / [wescoparts.com](http://wescoparts.com) to instead claim the actual extrajudicial collection costs incurred. 3.5 If you are in default of any payment, Vervangingsmarkt BV is entitled to suspend or terminate (the execution of) the relevant agreement and related agreements. 3.6 If the prices for the products and services offered increase in the period between the order and its execution, you are entitled to cancel the order or terminate the agreement within ten (10) days after notification of the price increase by Vervangingsmarkt BV.

## Article 4. Delivery

4.1 The delivery times stated by Vervangingsmarkt BV are only indicative. Exceeding any delivery period does not entitle you to compensation or the right to cancel your order or terminate the agreement, unless the exceeding of the delivery period is such that you cannot reasonably be expected to maintain the agreement. In that case, you are entitled to cancel the order or terminate the agreement to the extent necessary. 4.2 Delivery of the products takes place at the place and time at which the products are ready for shipment to you.

## Article 5. Retention of title

5.1 Ownership of delivered products will only be transferred if you have paid all that you owe to Vervangingsmarkt BV under any agreement. The risk regarding the products passes to you at the time of delivery.

## Article 6. Intellectual and industrial property rights

6.1 You must fully and unconditionally respect all intellectual and industrial property rights that apply to the products supplied by Vervangingsmarkt BV.

6.2 Vervangingsmarkt BV does not guarantee that the products delivered to you do not infringe any (unwritten) intellectual and/or industrial property rights of third parties.

## Article 7. Complaints and liability

7.1 You have the obligation to examine upon delivery whether the products comply with the agreement. If this is not the case, you must notify [redactiemarkt.nl](mailto:redactiemarkt.nl) of this as soon as possible and in any case within seven (7) working days after delivery, or at least after observation was reasonably possible, in writing/email and with reasons.

7.2 If it has been demonstrated that the products do not comply with the agreement, Vervangingsmarkt BV has the choice to replace the products in question with new products upon return or to refund the invoice value.

7.3 If you do not wish to purchase a product for any reason, you as a private individual have the right to return the product within fourteen (14) working days after delivery to Vervangingsmarkt BV without giving any reason. In this case, returns will only be accepted if the packaging of the product is undamaged, the product has not been specially ordered for you or if it states that this product cannot be returned. You will also be responsible for the costs for returns. If you have ordered as a company and would like to return, we can deduct up to 15% of the order amount. If you are a company and you want to return an item that has been specially ordered for you, Vervangingsmarkt BV can refuse the return request.

## Article 8. Warranty

8.1 If Vervangingsmarkt BV delivers products to the customer, Vervangingsmarkt BV is never obliged to

provide a more extensive guarantee to the customer than that to which Vervangingsmarkt BV can claim vis-à-vis its supplier. Warranty period will always be clearly indicated on the invoice. Complaints due to externally visible defects must be submitted in writing in accordance with the contract conditions, but no later than 7 (seven) days after receipt of the goods by the client. A period of 30 (thirty) days applies to Consumers. Complaints received by [vervangingsmarkt.nl](http://vervangingsmarkt.nl) / [wescoparts.com](http://wescoparts.com) must be received after the expiry of this period do not need to be processed by Vervangingsmarkt BV.

#### Article 9. Orders/communication

9.1 For misunderstandings, mutilations, delays or improper transmission of orders and communications as a result of the use of the Internet or any other means of communication in the traffic between you and Vervangingsmarkt BV or between Vervangingsmarkt BV and third parties, insofar as they relate to the relationship between you and Vervangingsmarkt BV, Vervangingsmarkt BV is not liable, unless and insofar as there is intent or gross negligence on the part of Vervangingsmarkt BV.

#### Article 10. Force majeure

10.1 Without prejudice to any other rights to which it is entitled, in the event of force majeure, Vervangingsmarkt BV has the right, at its own discretion, to suspend the execution of your order or to terminate the agreement without judicial intervention, by notifying you in writing and without Vervangingsmarkt BV being obliged to pay any compensation, unless this would be unacceptable in the given circumstances according to standards of reasonableness and fairness. 10.2 Force majeure means any shortcoming that cannot be attributed to Vervangingsmarkt BV, because it is not attributable to its fault and is not its responsibility under the law, legal act or generally accepted views.

#### Article 11. Miscellaneous

11.1 If you provide substitutes with an address in writing, Vervangingsmarkt BV is entitled to send all orders to that address, unless you provide substitutes in writing with a different address to which your orders must be sent before the order is shipped. 11.2 If Vervangingsmarkt BV allows deviations from these Terms and Conditions for a short or longer period of time, whether tacitly or not, this does not affect its right to demand immediate and strict compliance with these Terms and Conditions. You can never assert any rights based on the fact that Vervangingsmarkt BV applies these Terms and Conditions flexibly. 11.3 If 1 or more of the provisions of these Terms and Conditions or any other agreement with Vervangingsmarkt BV are in conflict with any applicable legal provision, the provision in question will lapse and will be replaced by a new legally permissible comparable provision to be determined by Vervangingsmarkt BV. 11.4 Vervangingsmarkt BV is authorized to use third parties for the execution of your order(s).

#### Article 12. Applicable law and competent court

12.1 All rights, obligations, offers, orders and agreements to which these Terms and Conditions apply, as well as these Terms and Conditions, are exclusively governed by Dutch law.

12.2 All disputes between parties will be submitted exclusively to the competent court in the Netherlands.