

General terms and conditions HOFMAN LEEK CV  
for the sale off a classic / used / project or parts car

**DEFINITIONS**

In these General Terms and Conditions:

- **classic car**

a used car of which the total weight including the payload does not exceed 3500 kilograms and the date of first admission to the registration certificate, calculated from the date of the purchase agreement, is at least 25 years, which is kept by a hobbyist and with which related limited use of the public road is made;

- **used car**

a used car of which the date of first admission to the registration certificate, calculated from the date of the purchase agreement, is at least one month;

- **project or parts car**

a used car with the date of first authorization on the registration certificate, calculated from the date of the purchase agreement at least one month and of which the state of maintenance is such that without technical interventions and restoration work the car is not suitable to use the public road;

- **trade in car**

a car that is sold by the buyer to the seller by purchase in the context of the agreement;

- **agreement**

the contract of purchase and sale of a classic / used / project or parts car and therefor;

- **seller**

the person who, pursuant to the agreement, sells a classic / used / project or parts car and accessories therefor;

- **buyer**

the person who, pursuant to the agreement, buys a classic / used / project or parts car and accessories therefor:

- **order**

the agreement to perform assembly, disassembly. repair or maintenance work. voluntary or statutory inspections and damage assessments. each individually or collectively referred to as 'work';

- **client**

the person who instructs the repairer to carry out or carry out work:

- **technician or mechanic**

the person who carries out an assignment for a classic / used / project or parts car and accessories.

## BUY AND SELL

### 1. The offer

The offer of the seller is oral, in writing or electronically released and - if a period for acceptance has been set - will take effect during the specified period. Acceptance of the offer by the buyer is only valid if it takes place within the set term. The electronic acceptance of the offer by the buyer is only valid if it is confirmed by the seller. If no period for acceptance has been set the offer remains in effect for two working days if the car is unsold.

### 2. The contract

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

### 3. The content of the agreement

In a written or electronically recorded agreement, at least:

- a description of the classic / used / project or parts car and the trade in car, both with optional accessories;
- the price of the classic / used / project or parts car at the time of the purchase and sale, with the indication whether the price is a fixed price or a non-fixed price;
- the price of any car to be purchased at the time of delivery of that car;
- the delivery costs of the classic / used / project or parts car;
- the presumed or explicit fixed delivery date;
- the method of payment.

### 4. Price changes / increase

Changes in taxes, excise duties and similar government levies are charged at all times in the fixed price as well as in the non-agreed price of the classic / used / project or parts car.

### 5. The risk for the classic / used / project or parts car.

The classic / used / project or parts car is at the expense and risk of the seller until the time of actual delivery.

The car that may be trade in will only become the property of the seller once the actual delivery has taken place. Until that time, the car to be trade in is at the expense and risk of the buyer and all costs are for his account. This also includes the costs of maintenance and any damage caused by any cause whatsoever, the damage as a result of not being able to hand in the full registration certificate.

### 6. Exceeding the delivery term

6.1 If the presumed delivery period of the classic / used / project or parts car is exceeded, the buyer can declare the seller in default in writing. If the seller has not delivered the classic / used / project or parts car in three weeks, the buyer has the right to declare the agreement dissolved without judicial intervention. If the seller still delivers the classic / used / project or parts car within the set period of three weeks, any price increase will not be passed on within this period.

6.2 If the seller imputably fails in respect of exceeding the expected delivery period. the buyer can demand compensation for the damage suffered. In the event that a fixed delivery period is exceeded, the buyer has the right to declare the agreement canceled and / or

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demand compensation for the damage suffered without notice of default or judicial intervention.

6.3 If the exceeding of a delivery period is the result of force majeure on the part of the seller, both buyer and seller have the right to dissolve the agreement. The right of dissolution arises once the agreed fixed term has been exceeded. Once a presumed delivery time has been exceeded parties are entitled to dissolution three weeks after the notice of default referred to under 6.1 or at the time the seller notifies to deliver within three weeks. In all cases in which the seller can invoke a situation of force majeure with a permanent character, both parties are entitled to dissolve the agreement.

## **7. Cancellation**

7.1 The buyer has the authority to cancel the purchase agreement, regardless of whether the seller has failed in his obligations. This cancellation can only take place in writing. The buyer is obliged within a week after this cancellation to compensate the seller for all damage that he suffers as a result of the cancellation. This damage is determined at 15 % of the purchase price of the canceled classic / used / project or parts 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 appeal to the cancellation. The buyer's obligation to pay is a debt within the meaning of Article 15 of these General Terms and Conditions for which a moment of payment has been expressly agreed.

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

## **8. Repair and maintenance**

The assignment to carry out work is given orally or in writing or electronically. An assignment given electronically by the client is only established after it has been confirmed by the contractor. A copy of a written order is provided to the client if required.

## **9. Price quotation and term**

The client may require the price of the work, or the period within which the work will be carried out, before or during the assignment. The specified price and term are approximate, unless the client and the repairer agree a fixed price and / or period.

If the approximate price is exceeded by more than 10% or threatens to be exceeded, the repairer must contact the client in order to discuss the additional costs. The client is entitled to terminate the agreement, with due observance of the notice period of two weeks, under compensation of the repairer for the work already carried out by him. In case of exceeding or threatening to exceed the approximate term, the repairer must immediately inform the client of this, stating a new delivery date. If a fixed term is exceeded, the client is entitled to reasonable compensation, except in case of force majeure of the repairer.

## **10. The bill**

A specified account is issued for the work performed.

## **11. Storage costs**

If the client has not picked up the classic / used / project or parts car within three working days after notification of the execution of the order, the repairer may charge € 32.50 per day or part thereof or charge another reasonable fee for storage costs.

## 12. Right of retention

The repairer can exercise the right of retention on the classic / used / project or parts car, if and for as long as:

- the client does not or does not fully meet the costs of the work on the classic / used / project or parts car;
- the client does not or does not fully meet the costs of previous work carried out by the mechanic on the same classic / used / project or parts car;
- the client does not or does not fully comply with other claims arising from the contractual relationship with the repairer / seller;

The repairer may also exercise the right of retention if the dispute has been brought before the court in the case of arbitrators or the court. The repairer cannot exercise the right of retention if the client has provided sufficient (substitute) security.

## 13. Replace parts

The replaced parts will be made available to the client after the work has been carried out, if it so requested when the order was issued. This does not apply to parts that have to be separated in connection with warranty claims. In that case, the parts will be available after the warranty claim has been settled following the warranty provider and the client wants to show by means of these components that the guarantee claims have not been completed or are not (yet) sufficiently handled. In all other cases the replaced parts become the property of the repairer without the client being able to claim any further.

## 14. Repair and maintenance guarantee

14.1 The repairer guarantees within the European Economic Area the proper execution of the orders he has accepted or outsourced and the used new materials prescribed by the manufacturer of the classic / used / project or parts car for a period of three months, starting from the time that the classic / used / project or parts car is again made available to the client. The guarantee includes the correct and correct execution within a reasonable time and without serious inconvenience of the non-executed or improperly executed order. If the work yet to be carried out by the mechanic is no longer possible or meaningful, the client is entitled to reasonable compensation.

14.2 No guarantee is given on repairs with or on non-original parts, parts provided by the client to the mechanic and emergency repairs.

14.3 The warranty claims will lapse if:

- a. the client does not inform the repairer as soon as possible after the defects have been detected;
- b. the repairer is not given the opportunity to remedy the defects;
- c. third parties have performed work without prior knowledge or permission from the repairer in connection with the work performed by the repairer in respect of which the warranty is invoked.

However, the guarantee does apply if the need for immediate repair has occurred 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. If recovery takes place in the Netherlands, the repairer must be a member of the B0VAG.

The above under b. and c. this is not applicable if recovery abroad is necessary. In that case, reimbursement takes place on the basis of the price level as applied in the repairer's business. This compensation is never more than the actual costs incurred.

## 15. General Provisions

15.1 The debts of the buyer / client to the seller / repairer are debts. Payment must be made in cash upon delivery of the classic / used / project or parts car or the parts or after the services provided.

Cash payment also means crediting the amount due to a bank account indicated by the seller / repairer at the time of delivery.

15.2 If a different time of payment has been expressly agreed in writing, the seller / repairer is entitled to charge the statutory interest on the unpaid amounts on a monthly basis. The remaining part of the month from the moment when payment should have been made will be regarded as a full month. This increase in the amount owed is regarded as a condition under which the seller / repairer has been granted a deferment of payment without the obligation of the buyer / principal to cancel payment in cash. The increase will take effect one month after the invoice is sent.

15.3 If the parties have waived the cash payment and have not explicitly agreed a time of payment in writing, a payment term of one month applies. The buyer / client is then liable for the statutory interest, whereby a part of a month is regarded as a whole month from two weeks after he has been summoned by the seller / repairer by registered letter to pay.

15.4 If the buyer / client fails to pay the amount owing after summons, the seller / repairer is entitled to increase this amount by the collection costs. These collection costs include both judicial and extrajudicial costs. Extrajudicial costs are all costs that the seller / repairer is charged by lawyers, prosecutors, bailiffs and any other person they serve for the recovery of the amount due. The extrajudicial costs are set at the amount due, unless the buyer can make it plausible that the seller suffers less damage.

## 16. Reservation of ownership

The delivered classic / used / project or parts car remains the property of the seller as long as the buyer has not fully paid all that he owes on the basis of the purchase agreement. As long as the classic / used / project or parts car has not been transferred to the buyer, the buyer is obliged to pay these at his expense W.A. + to insure and secure the hull

The seller will not be obliged to indemnify the buyer for his liability as holder of the classic / used / project. On the other hand, the buyer indemnifies the seller against claims. That third parties on the seller and which may be related to the retention of title.

## 17. Deviations

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

## 18. Competent court

Dutch law will apply to the legal relationship between the seller / repairer and the buyer / client. The Dutch court has jurisdiction over any dispute that may arise between the seller / repairer and buyer / client.

In addition to the court that has jurisdiction under the law, the competent judge in the district of Groningen will be competent to take note of possible disputes between seller / repairer and buyer / client.

The general conditions are set in the Dutch language. This English copy can be sent on request. The Dutch text is binding.