

GENERAL TERMS AND CONDITIONS BOVAG CAR COMPANIES PURCHASE/REPAIR & MAINTENANCE

GENERAL

These General Terms and Conditions are effective as of April 2018. They apply to agreements on purchase and on repair and maintenance of cars, parts or accessories between members of BOVAG Car dealerships and consumers. These General Terms and Conditions were drawn up in consultation with the Consumers' Association and the ANWB within the framework of the SER Coordination Group Self-Regulation Consultation (CZ).

DEFINITIONS

In these Terms and Conditions, the following terms are defined as follows:

- car: a passenger car, or van with a total weight including payload of maximum 3,500 kg;
- the car to be bought: the car which is sold as part of the agreement by the consumer to the seller, also called trade-in car;
- the agreement: the agreement of purchase and sale of a new or used car, parts or accessories;
- the seller: the person who sells a new or used car, parts or accessories to a consumer;
- the consumer: any natural person acting as buyer or principal for purposes outside his business or professional activity;
- the order: the agreement concluded with the consumer for the performance of work such as assembly, disassembly, repair or maintenance work and voluntary or statutory inspections;
- the repairer: the person who, with regard to a car, parts or accessories, carries out an order carried out or ordered to be carried out;
- non-avoidable costs: all costs which are not optional for the consumer and which are necessary to drive away with the purchased car. These costs must be included in the indicated price of both the new, and used car. In practice this means that for a new car, at least VAT, bpm, fees, the recycling contribution, the cost of a zero service and of a license plate, transportation costs to the dealer and other extras that must be purchased are already included in the indicated price.
- Avoidable costs: optional, additional agreed costs for the consumer. These do not have to be automatically included in the indicated price of the car, such as extra purchased accessories or parts;
- in writing: in writing or electronically;
- warranty:
 - a. the warranty provided by the manufacturer, importer or seller on such automobiles, parts and accessories;
 - b. the warranty described in the BOVAG Warranty Certificate for a used car (from BOVAG Car companies) or in the supplementary BOVAG Warranty Certificate for a used car (from BOVAG Car companies) that can be provided by the seller;
 - c. on work: the BOVAG repair and maintenance warranty.

PURCHASE

Article 1 - The offer

1. The seller makes an offer verbally or in writing.
2. This offer gives a complete and accurate description of the offer, i.e. the price and the rights and obligations of the consumer and the seller. The description of the offer is sufficiently detailed to make a proper assessment of the offer by the consumer as possible.
3. The offer states the price of the car, part, or offered accessory. The price of an offered car includes the non-avoidable costs.
4. If the seller uses pictures of the car, part, or accessory then are truthful.
5. Obvious mistakes in the offer do not bind the seller.
6. The consumer must accept within the period set by the seller. If no period given, the buyer must accept immediately.

Article 2 - The agreement

1. The seller records the agreement in writing and provides the consumer with a copy of this. The agreement between consumer and seller applies even if the agreement is not recorded in writing, recorded.

Article 3 - The contents of the agreement

The written agreement shall state at least:

- the seller's identity such as trade name, business address, telephone number and e-mail address;
- the description of the car, parts, or accessories;
- the price and description of the car to be purchased including parts or accessories;
- The price of the car including accessories at the time of purchase. The price includes the non-avoidable costs. The agreement indicates whether it is a fixed or non-fixed price;
or:
- the price of a separately purchased part or accessory;
- the do-avoidable costs when buying a car;
- the reference to warranty terms where the seller or a

third party such as the manufacturer or importer acts as the guarantor. There shall be disclosure of the warranty provisions of this third party;

- the method of payment;
- the delivery date and whether it is a probable or fixed date. If no delivery date is agreed upon, the car, part or accessory shall in any case be delivered within thirty days after the conclusion of the agreement.

Article 4 - Price changes

1. If there is a fixed price, the seller cannot increase the price after the agreement has been concluded, unless there is a change in a levy by the government, in any case meaning a changed tax or excise duty, government, in any case this means a changed tax or excise duty.
2. If the agreement itself shows that there is a non-fixed agreed price, the seller may change the price on the basis of a change in: a levy by the government, factory the government, factory prices, importer prices or exchange rates. The seller shall inform the consumer as soon as possible of a price change and the reason for it. At a price increase, the consumer can dissolve the agreement within ten days, unless the price increase is due to a change in a government levy.
3. If a seller has indicated that the price is not fixed, he must also pass on changes to the benefit of the consumer shall be reflected in the price.
4. If the seller has been declared in default under Article 6, but the deadline set has not expired, then only a price increase based on a change in a tax may by the government may be passed on.
5. Once the seller is in default then in no price increase may be passed on.

Article 5 - The risk for the car

1. If the purchased car breaks down or is lost, before the car is delivered to the consumer, then this is at the expense and risk of the seller.
2. If the car to be purchased breaks down or is lost before the car is delivered to the seller, then This is at the expense and risk of the consumer.

Article 6 - Delivery and default

1. In case of a fixed delivery date, the seller is in default as soon as that date has passed.
2. With a presumed delivery date, the consumer must first give the seller notice of default. This means that the seller is given another three weeks to deliver. If the seller has not delivered the car, part or accessory after this deadline has passed, the seller is in default.
3. In these cases no notice of default by the consumer is necessary:
 - if the seller has let it be known that he will not deliver;
 - if delivery before the agreed delivery date is essential, given the circumstances at the conclusion of the agreement, for example because the consumer has indicated this or because the car, part or accessory is needed for a special occasion.

Article 7 - Consequences of default

1. If the seller is in default under article 6 then the consumer may dissolve the agreement.
2. Furthermore, the consumer may claim compensation for his damages, unless the seller can invoke can invoke force majeure.

Article 7 - Cancellation

1. The consumer may cancel the agreement even if the seller is not in default.
2. The cancellation can be done until the purchased car, part or accessory, or until the car to be purchased is delivered and cancellation must be in writing.
3. The consumer must compensate all damages due to the cancellation. These damages are fixed at 15% of the total purchase price of the car, part or accessory, unless the parties have agreed otherwise at the conclusion of the agreement.
4. The damages must be paid within ten days of the cancellation. If the consumer has not paid after ten days, the seller may notify the consumer in writing that the consumer must still fulfill the agreement. Therefore, the consumer can then no longer claim cancellation.

REPAIR AND MAINTENANCE

Article 9 - Price quotation and deadline

1. The order for work should preferably be in writing. The repairer gives a quotation and a completion date in advance. This quotation and completion date is presumptive unless the consumer and the repairer have agreed on a fixed price or a fixed delivery date.
2. If, with a non-fixed price, the repair of the car becomes more than 10% more expensive than the approximate price previously estimated, then the repairer must discuss this

cost increase with the consumer. discuss.

3. The consumer may cancel the order at any time. The costs which the repairer has already costs already incurred by the repairer at the time of cancellation and the work that has already been completed by then must be paid. be paid.
4. The repairer notifies immediately if the work is likely to be completed later than the delivery date. The repairer also tells you when the work will be completed.
5. If a fixed delivery date is exceeded, the consumer is entitled to reasonable compensation unless there is force majeure on the part of the repairer.

Article 10 - The bill

An itemized bill shall be issued of the work performed.

Article 11 - Storage costs

1. If the consumer does not collect the car within three working days of receiving notification if the consumer does not collect the car within three working days of receiving notification that the repair is ready, the repairer may charge storage costs.
2. The storage fee is the fee normally charged by the repairer charged by the repairer. If there are no fixed storage costs then the repairer will charge a reasonable compensation.

Article 12 - Right of retention

1. The repairer can exercise a right of retention on the car, part or accessory. This means that the repairer will not return the car, part or accessory until the consumer has paid the bill for this or earlier work or other costs.
2. The repairer can also exercise the right of retention if the dispute about the work has been brought before the Vehicle Disputes Committee referred to in Article 21, or before the court, unless the consumer has provided sufficient (replacement) security, for example by depositing it in the deposit with the Disputes Committee.

Article 13 - Replacing parts

1. If a consumer asks for the old parts at the time of the order, he will receive them after they have been replaced.
 2. If a warranty claim is to be settled between the repairer and a guarantor, such as a manufacturer or an importer, the repairer may refuse to hand over the parts.
 3. If the consumer did not, or did not ask for the parts in time, the replaced parts also become the property of the repairer, without the consumer receiving any compensation for this.
1. delivery, then the law assumes that the purchased item upon delivery did not comply with the agreement.

WARRANTY

Article 14 - Warranty on cars and parts/accessories

1. In addition to the BOVAG repair and maintenance warranty as referred to in article 15, and any BOVAG purchase guarantee as referred to in article 14.3, also has statutory rights. The seller guarantees that the delivered product complies with the agreement (conformity). The seller also guarantees that the product has those properties which, all circumstances taken into account, are necessary for normal use, as well as for a special use to the extent agreed upon. If a problem arises during the period of statutory reversal of the burden of proof, being six months after delivery, then the law assumes that the purchased item upon delivery did not comply with the agreement.
2. On new cars and on new parts, the manufacturer or importer provides a manufacturer's warranty. In addition, a consumer still has his legal rights.
3. On used cars, the seller may possibly grant a six-month BOVAG Purchase Guarantee and the seller may extend this period to a maximum of 24 months.
4. In the event of a repair or replacement on the basis of the warranty as referred to in article 14 paragraph 1 and paragraph the seller/repairer shall provide a suitable solution for transport problems of the consumer.
5. The seller must put on the sales contract the odometer reading of the car, after checking in the odometer reading register. The seller guarantees that the odometer reading stated on the agreement is "logical" unless it is explicitly stated on the agreement that it is "illogical" and the consumer has expressly agreed to this statement in writing.
6. No warranty is ever provided on separately delivered used parts. Defects that have occurred outside the European Economic Area (EEA) are not covered by the warranty on used cars, unless the consumer demonstrates that the defects were not caused by circumstances that deviate from the EEA, such as relatively poorer roads or fuel of a poorer quality.



Article 14 - BOVAG repair and maintenance warranty on car, part, accessory

1. The repairer guarantees that the work carried out complies with the order. The repairer guarantees within the European Economic Area and for six months after delivery of the repaired or maintained car, part or accessory that the orders have been carried out by him with good workmanship, or that he has had the orders with good workmanship and that good materials have been used. At a repair or replacement based on this warranty, the seller/repairer shall provide an appropriate solution to transport problems of the consumer.
2. There are possible exceptions whereby the warranty does not apply:
 - 2a. This warranty does not apply when the consumer himself or herself has brought materials, parts or accessories has brought with him to be used by the repairer. This warranty also does not apply if the consumer has required the use of a particular material/part/accessories that the repairer otherwise would not have used. If the consumer has required the repairer to use certain methods of performing work performed, the warranty does not apply if the performance required by the consumer differs from the method the repairer would otherwise have intended to follow. The consequences of defects or unsuitability of such parts, materials, accessories, or working methods will be therefore at the expense and risk of the consumer, unless the repairer has failed in his expertise or failed to exercise due care in carrying out or having carried out the work.
 - 2b. If the consumer requests the repairer to carry out an emergency repair to the car, part or accessory, then no warranty is given on this.
 - 2c. Consumer reports as soon as possible after discovering a problem, that he experiences problems with the repaired or serviced car, part or accessory. If consumer fails to do so, this could result (if reasonable given the circumstances) in, that the consumer can no longer successfully invoke the warranty.
 - 2d. If the repairer is not given a chance by the consumer to resolve problems with the car, parts or accessories repaired or maintained by him, the consumer can also not make a warranty claim. Unless the situation in paragraph 3 occurs.
 - 2e. When a third party performs work on the car, part or accessory repaired or maintained by the repairer, the consumer cannot make a warranty claim because of this work, unless the situation in paragraph 3 occurs. However, the consumer does a warranty claim if the work of a third party has nothing to do with the work that the repairer had already carried out or commissioned previously on this car, part or accessory, performed.
3. An exception to paragraph 2 d and e can occur if there is an immediate need to repair the repaired or maintained car. The emergency must then occur at a location away from the repairer's premises. Consumer must also be able to prove this necessity. The consumer can do this with data from the other company or with the broken car parts. If repairs are carried out by another company within the borders of the Netherlands, this company must be a member of BOVAG. Does the emergency occurs outside the borders of the Netherlands and the car has been repaired by a third-party company established abroad company abroad, the costs of this foreign third party will be compensated up to a maximum of the price level as applicable in the company of the repairer.

GENERAL PROVISIONS

Article 16 - Payment

1. Payment must be made in cash or by crediting the seller/repairer.
2. Payment must be made at the time of delivery of the car, part or accessory or upon completion of the work.
3. Seller/repairer and consumer may agree in writing that payment does not have to be made immediately. to be paid immediately. If no exact time of payment is determined, the payment term is one month.
4. The consumer must pay the amount due before the expiration of the payment date. If he fails to do so, the seller/repairer shall send After that date, the seller/repairer will send a free payment reminder and give the consumer the opportunity the opportunity to pay the outstanding amount within fourteen days of receiving this reminder. to pay the outstanding amount.
5. If payment is still not made after the payment reminder has expired, the seller/repairer may charge interest from the time of default. This interest is equal to the statutory interest rate.
6. Collection costs may also be charged for extrajudicial costs. The amount of these costs is subject to (legal) limits. This may be deviated from in favor of the consumer.

Article 17 - Reservation of ownership of a car

The car delivered to the consumer remains the property of the seller until the consumer has paid all what he had to pay under

the purchase agreement has been paid. Until the consumer has received formal ownership of this car, he must insure the car WA + casco, pay the costs and bear the risk of the car being damaged or missing. Also, he must have maintenance performed at his expense. The buyer, as holder and driver of the car, is liable.

Article 18 - Remote/Out-of-area sales

Consumer has rights and obligations that follow from the provisions for contracts between traders and consumers, see Book 6 Title 5 Section 2b of the Civil Code. This only applies when a contract/order is concluded at a distance and outside sales areas concluded, within the meaning of 6: 230g BW. The statutory provisions then apply in addition to and in deviation from these general terms and conditions.

Article 19 - Deviations

Deviations, including additions or extensions to these general terms and conditions, are only valid when they are laid down in writing by both parties and when the consumer by these derogations not in a worse position than he or she would be without these deviations. Deviations from the BOVAG Warranty Certificate and from the BOVAG repair and maintenance warranty are invalid.

Article 20 - Mediation arrangement

1. A consumer who has complaints about the sale of a used car, about the sale of a new car, part or accessory or about the performance of the BOVAG repair and maintenance guarantee, must first go to the seller/repairer. If it turns out that the consumer is not satisfied with the result of the complaint handling by the seller/repairer, the following applies: the consumer can submit a dispute about an order or agreement to BOVAG Mediation within six weeks after it has arisen. The mediation attempt will proceed according to regulations that the parties have received in advance. The address of BOVAG Mediation is: Postbus 1100, 3980 DC in Bunnik. Tel nr. 030-6595395 (local rate). For assistance in mediation the consumer should only be able to claim to his statutory rights during the period of the statutory reversal of the burden of proof being six months after delivery or be able to claim BOVAG Warranty, both as referred to in article 14. The consumer may at all times choose to submit the complaint to the dispute committee. For an explanation of this procedure, see article 21. Does it concerns a newly purchased car or purchased new parts or accessories, then BOVAG Mediation is only possible if the consumer cannot appeal to a warranty issued by the manufacturer or importer of this new item.

Article 21 - Dispute resolution

1. If there is a dispute about the way in which the order or contract has been concluded or executed, the consumer or the seller/repairer can submit the dispute to the to the Vehicle Disputes Committee. Address: De Geschillencommissie, PO Box 90600, 2509 LP in The Hague (visiting address Borderwijklaan 46, 2591 XR in The Hague). The consumer may at choose to take his dispute to court.
2. This dispute settlement applies only to disputes between consumers and members of BOVAG Car dealers. It applies to:
 - a. the agreement of purchase and sale of a new car, part or accessory. This unless the consumer complains on the basis of a by the manufacturer or importer of the car, part or accessory, of the car, part or accessory.
 - b. the agreement of purchase and sale of a used car.
 - c. the BOVAG repair and maintenance warranty referred to in article 15 of these general terms and conditions.
3. The dispute must be submitted within twelve months of the date on which the consumer complained to the seller/repairer to the Vehicle Disputes Committee. Once this choice for the dispute committee has been made, the consumer can then only go to court after the dispute committee declares itself declares itself incompetent or inadmissible, or in order to have a binding opinion in a timely manner to be marginally reviewed by the court. Recourse may be done in writing, or in any other form to be determined by the Vehicle Disputes Committee. form. A dispute exists after the handling of the complaint by the seller/repairer and/or mediation attempt by BOVAG Mediation has been unsuccessful.
4. The Vehicle Disputes Committee shall render a decision in the form of a binding opinion. This This is done in accordance with regulations that are notified in advance to both parties to the dispute. to both parties to the dispute. These regulations are part of these agreements between the consumer and the BOVAG member.
5. For the handling of the dispute by the Vehicle Disputes Committee, the consumer must pay a fee.
6. A decision of the Geschillencommissie Voertuigen cannot be affected if more than two months have elapsed since it was sent and no appeal has been made to the ordinary courts for a marginal decision. no appeal has been made to the ordinary courts for a marginal review.

Article 22 - Performance guarantee

BOVAG guarantees compliance with the binding advice of the disputes committee by the seller/repairer who is a member of BOVAG. However, this is not the case if the seller/repairer decides to submit the binding advice to the court for review within two months and the court declares the binding advice non-binding and the judgment can no longer be appealed. The guarantee applies up to €910 and under the condition that the consumer assigns his claim on the seller/repairer to BOVAG. For amounts larger than €910,-, ...

BOVAG does not provide a performance bond if one of these situations occurs before the consumer has met certain formal collection requirements (payment of complaint money, return of completed and signed questionnaire and any deposit) that are necessary are required for consideration of the dispute. This includes the situation of bankruptcy, suspension of payments or business closure of the seller/repairer. Decisive for the latter situation is the date on which the cessation of business is registered in the Trade Register or an earlier date, of which BOVAG can make it plausible that the business activities were actually terminated. BOVAG does pay an amount up to a maximum of €910 per dispute if the bankruptcy or moratorium has been declared or the seller/repairer has terminated its business after the consumer has complied with the collection requirements. BOVAG shall try to persuade the seller/repairer to pay the remainder through the courts. If this is successful, the amount collected in excess of €910 shall be transferred to the consumer.

BOVAG does not provide a performance bond if one of these situations occurs before the consumer has met certain formal collection requirements (payment of complaint money, return of completed and signed questionnaire and any deposit) that are necessary are required for consideration of the dispute. This includes the situation of bankruptcy, suspension of payments or business closure of the seller/repairer. Decisive for the latter situation is the date on which the cessation of business is registered in the Trade Register or an earlier date, of which BOVAG can make it plausible that the business activities were actually terminated. BOVAG does pay an amount up to a maximum of €910 per dispute if the bankruptcy or moratorium has been declared or the seller/repairer has terminated its business after the consumer has complied with the collection requirements.

Article 23 - Personal data

The consumer's personal data mentioned on the contract or the order are processed by the seller/repairer in accordance with the Personal Data Protection Act. Personal Data Protection Act/the General Data Protection Regulation. On the basis of this processing, the seller/repairer can:

- execute the order or perform the purchase contract and fulfil its warranty obligations fulfil its guarantee obligations towards the consumer;
- provide the consumer with an optimal service;
- in the case of a legitimate interest, provide him with up-to-date product information in a timely manner; and provide him with personalized offers.
- the car data are included in the meter reading register from Article 14. In this This system records odometer readings to prevent fraud with odometer readings. fraud.
- In addition, the personal data may be made available to the INDI association for the purpose of cleaning the personal data.

Against the processing of personal data within the meaning of the law for the purpose of direct mailing Any objection lodged by the consumer with the seller/repairer will be honoured.

Article 24 - Choice of law

This agreement is governed by Dutch law.

