

Terms & Conditions

On all sales and shipment from Bart Ebben Specialist Citroën Peugeot the STIBA rules and regulations apply. There are a couple of important additions from Bart Ebben, you can find these at the bottom of this article.

RULES AND REGULATIONS - GENERAL SALES AND DELIVERY CONDITIONS

1. Applicability

1.1 These general conditions shall apply to agreements entered into by members of STIBA regarding the sale and/or delivery of used vehicle parts and to the execution of such agreements. STIBA Warranty Conditions shall apply to these agreements for the sale and/or delivery of used vehicle parts.

1.2 Members of STIBA are businesses which have been admitted by the STIBA Board of Directors in accordance with Article 3 of the Association Charter and which may be recognised by the STIBA shield.

1.3 Deviations and/or additions to these general conditions only bind STIBA members insofar as they have been stipulated in writing. When the buyer refers to its own conditions, these conditions apply exclusively, unless stipulated otherwise.

1.4 If the buyer is a legal entity, general partnership or limited partnership, the person acting as on behalf of the buyer is considered to be personally empowered as the primary responsible debtor, unless the STIBA member stipulates otherwise in writing.

2. Prices

2.1 Unless indicated otherwise, all amounts are exclusive rebates or discounts and inclusive VAT or otherwise calculated via the VAT margin agreement of the dismantling company.

2.2 Prices calculated for delivery are ex works, unless stipulated otherwise.

2.3 Indicated prices, items available for purchase and specifications stated in general offers such as catalogues, price lists and other printed materials shall not be binding. They do not bind the STIBA member and the buyer may not make reference to them unless otherwise agreed or specified.

3. Delivery

3.1 Delivery is ex workshop, ex stock or ex works per the choice of the STIBA member. The buyer shall be obligated to complete the purchase, unless it is not of significance for STIBA member.

3.2 Risk associated with the purchased goods shall transfer when the items are ready for delivery or dispatch.

3.3 The purchased goods shall be delivered at the buyer's risk and in the condition they were found at the time the agreement was made.

3.4 The transport of parts by the STIBA member is entirely at the expense and risk of the buyer.

4. Delivery period

4.1 The delivery period shall be determined in consultation with and approximation by the STIBA member. Delivery periods shall never be considered as deadlines. The delivery period shall be effective as of - verbal and written- order confirmation.

4.2 If on-time delivery is not achieved, the STIBA member shall not be held responsible for damages incurred by the buyer due to late delivery, unless the buyer claims in writing that the STIBA member is in default, whereby the buyer must permit the STIBA member a period equal to at least half the originally agreed delivery period to fulfil the obligations.

4.3 Insofar as the law allows, the buyer may not dissolve the agreement due to exceedance of the delivery period, unless the period indicated has been granted according to subsection 2 of this clause nor may the buyer demand preservation of the agreement.

4.4 If the buyer has not collected the purchased goods within four weeks from the date the STIBA member has informed the buyer the goods are available for collection, the agreement shall be dissolved without judicial intervention, unless the STIBA member indicates an extension to the buyer in writing.

5. Payment

5.1 Unless agreed otherwise, payment is to be made in cash.

5.2 For purchases on invoice, payment is to be received within fourteen days from the invoice date.

5.3 If payment is late, incomplete or not received by the expiry date, the purchaser shall be in default - without need for notice or summons to be served - and shall immediately be liable for statutory interest on the amount in arrears - per month or per month portion, calculated from the date of default.

5.4 In accordance with subsection 3 of this clause, the STIBA member has the right to collect the purchased goods through extrajudicial declaration within the period indicated in clause 7:44 BW. The sale is dissolved as a result of the declaration.

5.5 All costs, both legal as well as extrajudicial -which include collection agencies, bailiffs, and lawyers-, incurred by the STIBA member in conjunction with asserting its rights against the buyer, shall be paid by the buyer. Extrajudicial collection expenses shall be calculated according to the rates of the Dutch Bar Association regarding collections and shall be a minimum of € 50,00.

6. Reservation of title

6.1 Ownership of the delivered products shall not pass to the buyer until the buyer has fulfilled its obligations to the STIBA member with respect to or in connection with delivery.

6.2 The buyer is not permitted to deliver, loan, pawn or transfer ownership of the products to third parties, so long as payment for the products has not been made.

6.3 The buyer bears the risk for unpaid items with respect to any damage, direct or indirect, caused by the buyer self or others.

7. Defects/complaints

7.1 Upon delivery, the buyer is responsible for completing a careful inspection for any defects in the form of deviations from specifications and other discernable faults. Any defects ascertained are to be reported to the STIBA member within 8 days from discovery. This report is to be in writing and accompanied by a description of the defect found, the item description from the invoice and the invoice number. To comply with STIBA Warranty Conditions, defect reports must be submitted no later than 1 month after purchase (in accordance with clause 4 of the STIBA Warranty Conditions).

7.2 The buyer must allow the STIBA member to verify the ascertained defects. Failure to complete actions indicated in this clause nullifies the buyer's right to claim for defects which could have discovered through careful inspection within the indicated period.

7.3 Insofar as the law permits, defects in the products delivered offer the buyer no grounds for dissolution of the agreement, unless they refer to defects implied in subsection 2 of this clause and the STIBA member is not able to acceptably resolve the defects after several attempts. In such a case, the buyer is entitled to dissolve the agreement if and insofar as preservation cannot be demanded of him.

7.4 The buyer must compensate the STIBA member for expenses resulting from unfounded complaints.

7.5 Insofar as the law allows, a remonstrance against a defect does not entitle the buyer to defer his payment obligation.

7.6 The conditions of this clause 7 take into consideration the conditions in clause 7 of the STIBA Warranty Conditions.

8. Force majeure

8.1 If the STIBA member fails to fully or partial fulfil its obligations toward the buyer, this failure shall not be ascribed to the STIBA member if execution of the agreement is hampered or made impossible for the STIBA member by -unforeseen- circumstances outside the power of the STIBA member, including but not limited to:

- failures by suppliers/hauliers;
- war, riot or similar situations;
- sabotage, boycott, strike or occupation;
- machine damage;
- theft from warehouses;

- work interruptions;
- government measures;
- inclement weather;
- lightning;
- fire.

8.2 If a situation described in subsection 1 of this clause is encountered, insofar as the law allows, the STIBA member shall not be held responsible for any damages that may eventually result for the buyer and the STIBA member may choose to defer fulfilment of the obligations or, without judicial mediation, to fully or partially dissolve the agreement without liability for any damages.

9. Product applicability

9.1 The buyer shall use the delivered product in accordance with its nature and intention and with consideration for all legal operating instructions and, insofar as appropriate, any operating instructions dictated by the STIBA member.

9.2 If the buyer uses the delivered product contrary to subsection 1 of this clause and the buyer holds the STIBA member responsible for damages incurred in connection with the use of the delivered product, the buyer must prove the damage is the result of a defect in the product delivered by the STIBA member and not due to use other than stated in subsection 1 of this clause.

9.3 Without prejudice to the provisions in clause 10 and subsection 2 of this clause, the STIBA member shall never be held responsible for bodily injury if the buyer has acted contrary to the provisions in subsection 1 of this clause. The buyer shall indemnify the STIBA member against claims brought by employees or third-parties, in particular customers, when these have not been informed of the operating instructions resulting from subsection 1 of this clause.

10. Liability

10.1 Liability of the STIBA member for damages from or in connection with delivery, for which the STIBA member may be held directly responsible, shall not exceed the invoice amount, insofar as imperative law does not stipulate otherwise.

10.2 Damages, due to lost profit or reduced income and all other indirect damages or consequential loss, such as loss of business or any compensation or penalty owed by the purchaser to third-parties, shall not qualify for compensation, barring otherwise stated provisions of imperative law.

10.3 Subject to the liability of the of the STIBA member under department 3 of Title 3 form Book 6 BW and insofar as the law allows, the buyer indemnifies the STIBA member from claims of any kind including those from third-parties which state to have incurred damages as a result of the purchase, one's own actions or neglect by the STIBA member within the framework of the execution of the agreement, unless the buyer demonstrates the STIBA member, in relation to the buyer, is liable and must compensate the buyer for these damages.

10.4 Under penalty of dissolution of rights to compensation, the STIBA member shall be granted all desired cooperation in the investigation of the cause, nature and scope of the damage for which compensation is demanded.

10.5 Clause 8 of the Warranty Conditions is in keeping with applicability.

11. Dissolution

11.1 Complete or partial dissolution of the agreement is only possible through a written declaration by one of those empowered. Before the buyer addresses a written declaration of dissolution to the STIBA member, the buyer should always first serve notice to the STIBA member and permit a reasonable period in which to completely fulfil the obligations.

11.2 In the event the buyer was already in default for the fulfilment of his obligations, he has no right to fully or partially dissolve the agreement or to defer his obligations. For consumer buyers, this provision does not inhibit their authority for deferment on the grounds of any legal provision.

11.3 If the STIBA member agrees to dissolution, without mention of default on its part, the member has the right to compensation for all financial damages such as expenses, lost profit and reasonable costs for determination of damages and liability.

11.4 In the event of partial dissolution, the purchaser may make no claim for reversing actions already completed by the STIBA member and the member has right to payment for actions already completed, without prejudice to the STIBA member's right to reverse its actions and to claim damages.

12. Disputes

12.1 All transactions between the STIBA member and the buyer are governed exclusively by Dutch law.

12.2 All disputes resulting from agreements with the STIBA member will first be presented to the STIBA-Grievance Committee. This committee develops decisions in accordance with the STIBA Grievance Regulations.

12.3 The grievance procedure does not impede the remonstrance by the buyer for the empowered magistrate.

RULES AND REGULATIONS - Warranty Conditions

1. With the exception of electronic components, all used auto parts sold and/or delivered are covered by warranty.

2. The buyer shall only have claim to warranty if he is able to prove he has purchased the product from the STIBA member. This may be proven by the buyer through delivery of the respective purchase agreement to the STIBA member and/or an invoice and, if appropriate, the warranty card created for the product. If the product involved has been a brand or badge, the buyer may only have right to warranty if this brand or badge is not damaged.

3. Claims by the buyer on account of a warranty are not transferrable to third-parties.

4. The STIBA member guarantees the reliability and utility of the product delivered for a period of one month after sale. In the event of apparent defects within one month from delivery, the buyer has the right to provide the delivered item to the STIBA member for, at the discrepancy of the STIBA member, repair or replacement and in accordance with clause 7 of the applicable General Conditions.

5. If clause 4 of these Warranty Conditions and clause 7 of the General Conditions are sufficed, the STIBA member agrees to repair or replace the item presented for repair/replacement with a similar item within a reasonable period, unless the STIBA member is unable, in which case the STIBA member will reimburse the invoiced amount for the concerned item in cash.

6. Items received by the buyer after repair/replacement, are again subject to the warranty conditions.

7. The buyer has no claim to warranty:

- a. if the buyer has provided incorrect or incomplete information regarding the brand and type specifications of the product purchased and/or the vehicle for which the product is intended;
- b. if inferior installation of the product purchased has occurred;
- c. if the buyer has completed actions or has had actions completed on the purchased item such as but not limited to repair, modification and disassembly;
- e. if there is suggestion of installation and/or use of the purchased product for other than what it is intended;
- e. if there is suggestion of installation in vehicles which deviate from the standard specifications from the manufacturer;
- f. if there is suggestion of incorrect and/or incompetent use of the item purchased or, as the case may be, use of the vehicle in which the purchased item is installed for purposes other than those which occur under normal driving conditions (speed testing, durability testing, overloaded combination of vehicle and trailer or caravan, and similar);
- g. if handling is contrary to any other conditions from the applicable General Conditions or Warranty Conditions, insofar as these are described regarding dissolution of rights.

8. A warranty does not entitle the buyer to damages of any nature except those which the STIBA member is held to on the basis of the law or the applicable General Conditions.

9. The STIBA member has the right to deviate from these Warranty Conditions, if the buyer is made explicitly aware of these deviations prior to entering into the purchase agreement, and the deviating provisions between the STIBA member and the buyer are specified in writing.

Additions Bart Ebben Specialist Citroën Peugeot (named "Bart Ebben" below)

1. On all used parts Bart Ebben delivers, the buyer gets a standard 3 month warranty, only liable on the part not on labour or shipment costs. This warranty only applies on parts marked by Bart Ebben that are returned including the original invoice. The standard warranty can be extended by paying an additional percentage of the sales price, an overview can be found [here](#). Please ask our salesmen for more information. When Bart Ebben is supposed to send a replacement part within the warranty period, this part will be invoiced and paid for by the customer first. In order to decide whether warranty is liable the part will have to be returned to Bart Ebben first. If the warranty claim meets all warranty regulations a refund will be arranged.
2. Parts that are incorrectly sold and shipped by Bart Ebben have to be returned to Bart Ebben within two weeks from the original invoice date in order to be changed for the right part.
3. Electrical/electronic parts (such as ECU's, relays, etc.) can never be returned to or refunded by Bart Ebben.
4. Parts ordered incorrectly by the buyer (electrical/electronic parts excluded) can be returned only with confirmed approval of Bart Ebben and in the original condition as shipped by Bart Ebben. The parts will have to have the mark Bart Ebben puts on the part before shipment and the original invoice will have to be shown. If all is correct, a credit invoice will be made for 75% of the original part salesprice. The other 25% of the price is deducted as a handling fee for Bart Ebben.
5. On certain parts (like engines, gearboxes, hydraulic parts, etc.) a refund can be charged. This amount of money will be charged on the invoice and has to be paid by the buyer. The refund will be returned to the buyer by Bart Ebben when the part is returned to Bart Ebben and is in the exact condition as described to Bart Ebben before the sale.
6. When a part bought from Bart Ebben is installed in a car in our own workshop, the 3 month warranty only applies on the part not on labour costs.