

CONDITIONS OF SALE.

1. **General.**
 - 1.1 **Definitions:**

Company: the company DeLorean Car Projects
Seller: The employee accepting the order for the Company.
Buyer: The person who orders the supply of products or services.
 - 1.2 Supply and offer by the Company are subject to the conditions hereafter even should they not be mentioned again or explicitly.
 - 1.3 Ordering the Company to supply products or services is regarded as accepting these terms and conditions.
2. **Agreements/Offers.**
 - 2.1 Verbal arrangements are considered binding after confirmation in writing to the instructor by the Company.
 - 2.2 Written offers by request always mention a period of validity.
 - 2.3 **Offers** made by telephone are only binding if confirmed by a written offer.
 - 2.4 Changes in prices of orders can be passed on. Should this be mentioned in written offers then passing on price changes is also applicable to price changes of offered products.
 - 2.5 An instruction to supply only can be dissolved on terms set by law and mutual agreement of both parties involved. Expenses already made are charged.
3. **Prices.**
 - 3.1 Prices mentioned in brochures, announcements, offers etc. are with all reserve, without engagement and not obligatory.
 - 3.2 Price corrections can be carried without informing Buyers by separate written message or by telephone.
 - 3.3 Reseller prices always are net, without specification of the applicably VAT amount and off warehouse of Company.
4. **Delivery.**
 - 4.1 Dates quoted for delivery are supplier dependant. Agreements can be crossed in certain cases.
 - 4.2 Force majeure, including strike, fire, force of nature, damage through storm or inability to supply due to interruption of the production process etc. should not lead to dissolving of an existing agreement. The agreement only can be dissolved should supply become entirely impossible.
 - 4.3 Orders are usually shipped within 14 days unless otherwise agreed in writing.
 - 4.4 Should delivery be delayed Buyer has to be informed accordingly. The delivery then can be delayed by another four weeks.
After this period Buyer can demand dissolution of the (remaining) part of the agreement.
 - 4.5 Seller only can invoke 4.1 should Buyer be informed in time of the delay.
 - 4.6 Responsibility of the Company as a result of not being able to supply is restricted to restitution of the amount of payments received.
5. **Shipment/irregularities with shipments.**
 - 5.1 Should an order be shipped to the Buyer, administration and shipment cost will be charged.
 - 5.2 Risk of damage or loss will pass to Buyer in case of products to be delivered at the time they are handed over to the carrier or the goods have left the warehouse of the Company.
 - 5.3 Should a shipment be delayed by request of the Buyer the risk from that moment on is Buyer's risk.
 - 5.4 Claims regarding incorrect delivery or damage of (products in) shipments should be reported to the Company within 8 days from reception of that shipment.
6. **Return (RMA) shipments.**
 - 6.1 In case a product should be returned to the Company the Buyer has to request a so-called RMA number. This number has to be placed near the address on the return shipment.
 - 6.2 A RMA shipment must be returned within 8 days from the date of issue of the RMA number.
 - 6.3 Non authorized shipments and shipments not visibly bearing the RMA number are refused by the Company.
 - 6.4 In case products are returned for credit a so-called restocking fee of 15% is charged. The amount is rounded off to the next whole number.
7. **Payment.**
 - 7.1 Payment to the Company for supplied products is in cash.
 - 7.2 Should invoicing take place then payment must take place on or before the date stated on the invoice.
 - 7.3 Payment of invoices for products supplied can only take place into one of the accounts provided on the invoice.
 - 7.4 Products supplied remain sole property of the Company until the total sum of the invoice is paid in full.
 - 7.5 Should a payment become overdue the Buyer has to pay without further notice or prejudice the actual ECB financial interest raised with the actual legal interest and collecting-charges, judicially as well as extra-judicially.
 - 7.6 Each invoice not being paid on the due date will be advanced judicially and without further notice of default with 10% of title of indemnification with a minimum of euro 70,00. The invoice furthermore will be advanced judicially without further notice of default with the legal interest from the due date.
 - 7.7 Not paying a due invoice activates the in justice right to claim payment of all invoices not due, for which the due date then is set to the due date of the first invoice not paid.
 - 7.8 Products for which a (partially) payment has been made must be paid in full and collected within a period of one year from the date of the first payment. In case not being paid or collected the products become property of the Company and no service in return, like restitution of the prepayment is required.

CONDITIONS OF WARRANTY.

8. **General.**
 - 8.1 **Quality.**

Products supplied by the Company are selected, sound and manufactured carefully.
 - 8.2 **Material and construction defects.**

Material or construction defects will be corrected by the Company within the warranty period without charges. The free of charge correction is to be judged by the manufacturer or its importer.
 - 8.3 **Warranty period.**

The warranty period is depending on the product and will be provided on the purchase slip or on the invoice in months.
 - 8.4 Replacing of a (part of) a product within the warranty period does not imply revision or expansion of the original warranty period.
9. **Claiming warranty.**

Within the warranty period repairs only can be done by the Company. Expenses from repairs by other parties without agreement by the Company will not be reimbursed.

 - 9.1 **Reporting defects.**

In order to claim warranty defects must be reported in time – within 2x24 hours – to the Company.
 - 9.2 **Purchase slip or invoice.**

Warranty claims are only accepted when the original purchase slip or invoice is produced.
 - 9.3 **Prevention and limitation of (further) damage.**

Buyer is held to take precautions to prevent damage caused by negligence or ignorance. Buyer is held not to use a product or shut down the product in case of defects until a technician arrives in order to limit damage.
 - 9.4 **Transport charges/initial charges.**

The charges for transport to the Company or to a repair or investigating facility assigned by the Company are for the Buyers risk. In case investigation or repair is demanded at the Buyers residence the travel charges usually are for the risk of the Buyer. This is a fixed sum. Should the defect prove to be caused by negligence of the Company the charges will be for the Company's risk.
 - 9.5 **Consequential damage.**

The Company shall not be liable for damage caused by the defect of (parts of) the product (s) supplied. The Company also shall not accept liability for the consequences of damage directly or indirectly, like loss of data and/or working hours.
 - 9.6 **Replacement of defective (parts of) products.**

In case of replacement free of charge within the warranty period, the replaced product falls to the Company.
10. **After the warranty period.**
 - 10.1 Defects arising after the warranty period will be repaired for account of the Buyer.
 - 10.2 Investigation into the cause of the defect is charged. These costs will be subtracted from the total sum of the repair bill.
 - 10.3 Payment in advance of (a part of) the repair cost can be required.
 - 10.4 Unless explicitly demanded in advance replaced parts will not be returned to the Buyer.
11. **No warranty.**
 - 11.1 **Defects or malfunction by actions of Buyer or others.**

In case of failure or malfunction of the supplied products caused by injudiciously/inexpertly use by Buyer or others the costs of assistance will be charged to Buyer.
 - 11.2 **Changes or repairs by others within the warranty period.**

Claims on warranty are rejected in case the Buyer makes repairs or have others than by The Company approved companies make repairs, or make changes to identification seals, removes them or make these unreadable. In case damage is caused by installing or connecting as described afore or if defects occur caused by possibly incorrect or injudiciously actions the right to warranty is also revoked.
 - 11.3 **Connecting 'hobby' products.**

Warranty is revoked should defects arise from installing products of home activity, unsound products or products not suitably for use in this environment.
 - 11.4 **Excluded from warranty:** cables, connectors, fasteners or alike and normal wear and tear.
12. **Disputes.**
 - 12.1 Dutch law is applicably to arrangements and agreements to which these conditions have been declared applicably.
 - 12.2 Points of difference resulting from or in connection with the agreement will be submitted to the ruling of the appropriately judge.