

GENERAL TERMS AND CONDITIONS OF ENERGYPARTS

1. Contact details

This website is the property of: Energyparts private limited company

Energyparts BVBA
Pastoor Cooremansstraat 3
1702 DILBEEK
Belgium

Crossroads Bank for Enterprises no: 0644.638.640 VAT no: BE 0644 638 640

E: contact@energyparts.com

T: 0032 54 86 00 03

2. Acceptance of the General terms and Conditions and Contract

Energyparts offers spare parts for all types of vehicles as well as repair services.

Energyparts follows the commercial code of ecommerctrustmark.eu, which guarantees the strictest respect of e-commerce rules at Belgian and European level.

The general terms and conditions as set out here are applicable to any products or services offered on and sold via this website, as well as to all deliveries.

Every order implies acceptance of the general terms and conditions.

The present general terms and conditions and the Order Confirmation constitute the Contract between ENERGYPARTS BVBA and the Customer for the delivery of the Products. All other general terms and conditions and prior documents are not applicable and are deemed to be non-existent.

The information contained in advertising, brochures and any other document delivered directly by the agents or employees of ENERGYPARTS BVBA and/or disseminated or communicated in any manner whatsoever constitute an invitation to enter into negotiations and are of no further contractual value.

The Contract may not be amended unless ENERGYPARTS BVBA consents to amend it in writing or by email.

Should any of the provisions of this Contract be unlawful, null and void or unenforceable, then this provision will be deemed to be omitted, without such affecting the enforceability of all remaining provisions.

3. Definitions

The following are defined as follows in these general terms and conditions:

'Company': ENERGYPARTS, a private limited company with its registered office at Pastoor Cooremansstraat 3, 1702 DILBEEK, Crossroads Bank for Enterprises no: 0644.638.640

'Order': the online order placed by the Customer on the website, pursuant to the provisions of the present general terms and conditions.

'Customer': a Customer-professional or Customer-consumer who purchases Products and/or Services from ENERGYPARTS BVBA.

'Customer-consumer': a Customer who can be considered as a consumer within the meaning of EU legislation; for deliveries in Belgium the Code of Economic Law refers.

'Customer-professional': a Customer who cannot be considered as Customer-consumer.

'Order Confirmation': the order confirmation that ENERGYPARTS BVBA delivers to the Customer in order to inform the latter that it accepts the Order.

'Contract': the entire Contract, consisting of these general terms and conditions and the Order Confirmation.

'Invoice': the invoice issued by ENERGYPARTS BVBA for payment of the price of the Products and/or Services.

'Workday': every day of the week except for Saturdays, Sundays and public holidays in Belgium.

'Order Number': the order number issued by ENERGYPARTS BVBA to the Customer.

'Party' (or 'Parties'): the Customer and/or ENERGYPARTS BVBA.

'Price': the price of the Product(s) and/or Service(s) that the Customer has purchased from ENERGYPARTS BVBA, as defined in the general terms and conditions.

'Products': the Products that are available on the Website which ENERGYPARTS BVBA consents to deliver under compliance with the general terms and conditions and that could also entail Services.

'Site or Website': our Website, which can be viewed at contact@energyparts-shop.com, and that was developed for the purpose of receiving orders.

'Deliverer': any deliverer tasked with delivering the ordered Product(s)/Service(s).

4. Pre-contractual information

The Customer is notified that the Products offered for Sale on the Website are new and conform to the applicable EU legislation and the standards applicable in the EU.

By ticking the current general terms and conditions of sale the Customer acknowledges that:

- he or she has full decision-making authority or has permission from the authorised person prior to placing an Order with ENERGYPARTS BVBA;
- he or she has taken cognizance of the current general terms and conditions of sale and of the essential features of the Products being ordered; the essential

features are contained in the technical datasheet for the Products on the Website; in this regard, ENERGYPARTS BVBA makes it clear that the photos of the Products offered for sale on the Website are representations thereof that are as faithful as possible, but that this does not guarantee that they are identical reproductions of the Products on offer; the photos on the Website are solely for illustrative purposes.

If the Customer believes that he or she is not sufficiently able to select the most suitable Product(s), then he or she must seek assistance from a personally selected third party. In any event, the Customer always has the option of contacting ENERGYPARTS BVBA by email/telephone in order to obtain additional information about the Products featured on the Website.

5. Ordering

5.1. Inclusion of the order

The Customer can only place an order via the website.

ENERGYPARTS BVBA is not liable for damages or additional costs resulting from the Customer providing ENERGYPARTS BVBA with incorrect or incomplete information.

The Customer must consequently carefully check whether the following information provided is correct: ordered Product(s), quantity ordered and the delivery address for the Order.

5.2. Order Confirmation

If ENERGYPARTS BVBA accepts the Order it informs the Customer of its acceptance by means of sending an Order Confirmation to the Customer's email address.

ENERGYPARTS BVBA reserves the right to decline an order or subject it to further conditions if, for example, large orders are placed, in the event of incomplete ordering procedures, because of problems that arose during previous orders, etc.

5.3. Cancellation of the Order

5.3.1 Cancellation of the Order by ENERGYPARTS BVBA

An Order can be cancelled by ENERGYPARTS BVBA in the event of:

- the Product(s) being unavailable and/or it not being possible to deliver the Service(s) for which a service order was placed;
- the Customer not paying the Price for the Order within the permitted timeframe;
- force majeure (i.e. an unforeseen delay to the deliveries or incorrect deliveries by the suppliers).

5.3.2 Cancellation of the Order by the Customer

An Order can be cancelled by the Customer in the event of:

- the products being damaged during shipment or if the number of Products delivered does not correspond to the Order, as determined pursuant to the conditions in article 8.5 below;
- the Product(s) delivered to the Customer do not comply in terms of quality;

- the Customer exercises his or her right of withdrawal in the event of an error on the part of the Customer when ordering the Product(s).

5.4. Consequences of cancelling the Order

In the event of the Order being cancelled on the grounds of one of the reasons set out in articles 2.3.1 and 2.3.2 above:

- payments already made by the Customer and that have been received by ENERGYPARTS BVBA shall be deposited back into the bank account of the Customer, to the exclusion of any other form of reimbursement or compensation, pursuant to the statutory provisions, within a period not exceeding thirty (30) days, starting on the day upon which the Customer placed the Order;
- the shipping costs for returning the Product(s) are payable by the Customer, pursuant to the provisions of article 9 below.

6. Price

6.1. Catalogue price

The sales price of a Product or Service is freely determined by ENERGYPARTS BVBA; these prices can vary at any time. ENERGYPARTS BVBA endeavours to accommodate price fluctuations with respect to the Products and Services on offer as quickly as possible by means of updating the references on the Website as soon as possible.

The Price in effect at the time of the Order and that is displayed on the Website is the price that the Customer will be invoiced for. If the Website displays an incorrect Price, for example because of a typing error when inputting the information on the Website, then ENERGYPARTS BVBA shall inform the Customer hereof, and the latter shall be able to decline the Order free of charge or purchase the Product and/or Service at the correct (amended) price.

All prices are stated on the Website and are in euros, and are inclusive of all taxes but do not include shipping costs.

6.2. Invoicing

The full Price of the Order, which includes the additional shipping costs, will be stated on the Invoice drawn up by ENERGYPARTS BVBA once the Order is confirmed.

7. Payment for the Products and/or Services

The Customer can pay for the Products using the options under the 'payment methods' field on the Website.

Payment is required in euros. When the Order is placed the Customer guarantees to ENERGYPARTS BVBA that he or she has the necessary permission to employ that method of payment.

If the Customer pays by means of bank transfer, then the Product(s) and the Service(s) will only be delivered or performed after receipt of payment.

ENERGYPARTS BVBA reserves the right to request a photocopy of the purchaser's identity card and proof of address for each payment. In order to combat online fraud, information concerning orders can be provided to a third party. Where necessary, additional information can be requested or even demanded from the Customer for the purposes of validating the Order.

If there is a risk of non-payment with respect to a transaction, ENERGYPARTS BVBA reserves the right to decline the order.

8. Delivery of the products or Services

8.1. Delivery address

ENERGYPARTS BVBA delivers the products to the delivery address stated on the Order.

The Customer is responsible for the information provided when placing the Order: in the event of an error when providing the address of the recipient of the delivery, ENERGYPARTS BVBA cannot be held liable for the inability to deliver the Product(s).

Once the Order is paid for, we can no longer accept changes to the delivery address for the Product(s) or Service(s). The Customer can however, at his or her own risk, request that the Deliverer amend the delivery address. In that event ENERGYPARTS BVBA cannot be held liable for any delivery errors or the loss of the package by the Deliverer.

8.2. Delivery period

The Product(s) and/or Service(s) are normally delivered and/or executed within a period of 3 to 15 Workdays from the time the Order is placed (with the exception of weekends and public holidays). This period could be considerably longer for remote areas.

The delivery and shipment dates are solely indicative and do not imply any contractual obligations.

ENERGYPARTS BVBA shall inform the Customer of any exceptional delay in shipping.

8.3. Partial delivery

When a Customer orders multiple Products or Services and if one or more of the Products is unavailable on the Order shipping date, then we may only deliver the products that are available on this date.

8.4. Transfer of risk

Risk is transferred to the Customer at the time the Products are delivered.

8.5. Receipt of the Products

Delivery will be undertaken by a Deliverer, with proof of delivery being provided in the form of a paper or electronic receipt, called the Delivery Note, that is signed by the Customer or by the recipient nominated by the Customer.

In the event of damage during shipping, if the delivered Product(s)/Service(s) do not correspond to the Order, or in the event of an error on the part of the Customer, who was notified by ENERGYPARTS BVBA in advance, pursuant to the conditions stated in article 9.3, the recipient is obliged to make clear his or her reservation on the delivery note.

To this end, the Customer must inspect the contents and the condition of the Products(s) and whether the correct Product(s) have been delivered.

The Customer is deemed to have performed this check when he or she or a person authorised by the Customer signs the delivery note presented by the Deliverer.

If the Customer includes a reservation, then he or she is required to refuse the delivery and to demand that the Deliverer immediately takes back the Product(s), given that the Customer inspected the Product(s) in advance in compliance with the conditions of our returns policy as set out in article 9.4.

In the absence of a reservation stated on the Delivery Note, any complaint on the part of the Customer will not be accepted by ENERGYPARTS BVBA if the incorrect quantity of Products was delivered or in the event of visible defects to the delivered Product(s).

Later complaints will only be accepted if the nature of the delivered Product(s) does not conform to that ordered, and these complaints must be made pursuant to article 8.6 or in the form of a statutory warranty with regard to hidden defects as set out in article 10.

If the Customer refuses to accept the ordered Product(s) upon delivery, this could be deemed as unwarranted if the Customer is unable to demonstrate the existence of the deviations stated on the Delivery Note. In the event of an unwarranted refusal to accept the Product(s), ENERGYPARTS BVBA can demand compensation for the resultant loss and expenses.

If ENERGYPARTS BVBA establishes that these deviations do exist, then the Order placed by the Customer will be cancelled and those consequences set out in article 5.3 will be in effect, with the exception of the fact that the Customer will not be required to pay the return shipping costs when the Deliverer immediately takes back the Product(s).

Should the Customer require a further delivery, he or she must place a new Order.

8.6. Complaints

If the products delivered do not correspond to the products the Customer ordered, then the Customer must inform ENERGYPARTS BVBA by email or telephone, if he or she did not state such on the delivery note. Any complaints must be made within 14 (fourteen) days of the delivery date, with failure to do so meaning that the complaint will not be accepted. When informing ENERGYPARTS BVBA of the complaint, the Customer must provide the following information:

- the order number;
- the reference number(s) and the quantity of Products delivered;
- the reference number(s) of the received Products;
- the exact reason for the complaint.

If ENERGYPARTS BVBA establishes that these deviations exist, then the Order placed by the Customer will be cancelled and those consequences set out in articles 5.3 and 9.2 will be in effect.

Should the Customer require a further delivery, he or she must place a new Order.

9. The Customer's right to return Products

9.1. The right of withdrawal on the part of the Customer-consumer

If the Customer-consumer is not satisfied with one of the purchased Products or Services then he or she may, pursuant to the applicable legislation of the country in which the delivery is made, return the Product(s) or cancel the Order of the Service in question if he or she contacts ENERYPARTS BVBA within 14 days of the delivery of the Product(s). This period commences upon receipt of the Product(s) or Service(s) (the recipient's signature on the dated Delivery Note holds as the date of delivery).

Subject to compliance with the aforementioned period of 14 days, the Customer-consumer will be refunded within a period of 14 days of the delivery date for the Product(s) or of concluding an Order for the Service(s) in question. The Customer-consumer can use the standard form for withdrawing.

During the cooling-off period the Customer must treat the Product and the packaging with care. The right of withdrawal does not apply if the Product and the packaging are no longer in their original, complete, undamaged and unused condition.

All enclosed documentation, warranties and packaging must be included in the return shipment, together with the bank account number of the Customer-consumer. The direct shipping costs for returning the Product(s) are payable by the Customer-consumer. Any returns not paid for or for which a sum is outstanding will be refused and returned to the sender.

If it emerges that the return of a Product was not in accordance with the conditions of the right of withdrawal, then the Price, excluding the shipping costs, will either not be refunded or not wholly refunded. In that event the Product remains the property of the Customer-consumer. At the request of that party, the Product may still be returned, with such subject to the payment of the associated shipping costs.

All goods must be returned to the address specified on return voucher.

Refunds for the ordered, delivered and subsequently returned Product(s) will in any event only be paid subject to the returned Product(s) being inspected by ENERYPARTS BVBA and found to be complete and in good condition (unused and without any evidence of having been fitted).

The refund for the ordered, delivered and subsequently returned Product(s) will in any event only be paid subject to the returned Product(s) being checked by ENERYPARTS BVBA and found to be complete and in good condition (unused and without any evidence of having been fitted).

The Customer-consumer cannot exercise the right of withdrawal if:

- after the full performance of the contract for services, and if the performance commences with his or her explicit consent and he or she acknowledges that the right of withdrawal is lost as soon as the contract is performed by ENERYPARTS BVBA;

- the Price of the goods or services is affected by fluctuations on the financial markets, which ENERGYPARTS BVBA has no influence upon and which can occur within the withdrawal period;
- the delivered goods are manufactured according to the specifications of the Customer-consumer or are clearly intended for a specific person;
- the delivered goods can spoil quickly or have a limited shelf-life;
- the sealed goods are opened after delivery and cannot be returned for health and hygiene reasons;
- the delivered goods have been irretrievably mixed with other products after delivery thereof;
- the Customer-consumer specifically requested that he or she be called on by ENERGYPARTS BVBA to conduct urgent repairs or maintenance. When, in response to such a request, ENERGYPARTS BVBA provides supplementary services that the Customer did not explicitly request, or must use products other than replacement parts in order to perform the maintenance or repair, then the right of withdrawal applies to those supplementary services or products;
- the downloading of digital content from an online source commenced with his or her express consent and he or she has thereby acknowledged the loss of the right of withdrawal;

9.2. The return of Products on the grounds of nonconformity in respect of the nature of the Products

If the ordered Product(s) and/or Service(s) do not conform in respect of the nature thereof upon delivery then the Customer may, after having complained to ENERGYPARTS BVBA pursuant to the general terms and conditions, return them to ENERGYPARTS BVBA after having received permission to do so from the latter party.

If the Customer's complaint is well-founded, he or she will not be charged return shipping costs for the ordered, delivered and subsequently returned Product(s). The Customer will be reimbursed for the return shipping costs upon presentation of a receipt.

9.3. Returning Products in the event of a Customer error when Ordering

In the event of an error on the part of the Customer when placing the Order (reference number, purpose, brand, quantity, address), the Customer must contact ENERGYPARTS BVBA by email or telephone no later than one hour after receipt of the Order Confirmation in order to seek the immediate cancellation of the order. In this case the cancellation of the Order can result in those consequences set out in article 2.4, specifically being:

- if the Product(s) were already prepared for shipping or the Service(s) were performed at the time that ENERGYPARTS BVBA receives the cancellation request from the Customer, then the latter can only refuse the delivery of the Product(s) or the Service(s) by requesting that the Deliverer immediately returns them and stating 'declined' on the Delivery Note, without signing it;
- a refund for the ordered, delivered and subsequently returned Product(s) will in any event only be paid once the returned Product(s) are inspected by ENERGYPARTS BVBA

and found to be complete and in good condition (unused and without any evidence of having been fitted).

Both the product and the packaging are considered to be the product. The packaging can under no circumstances be torn, soiled or written upon.

If the article is returned incomplete or in damaged condition, ENERGYPARTS BVBA reserves the right to refuse payment of a refund or to discount the sales price by 70%.

Should the Customer not be refunded or if the refund is reduced, the Customer will receive an explanation thereof by email.

Should the Customer require a further delivery, he or she must place a new Order.

9.4. Conditions for returning Products

The Customer must perform the following for ENERGYPARTS BVBA to accept the returned Product(s):

- Go to customer account in energyparts-shop.com, select the order with product to be returned, ask for a return voucher
- place the complete and undamaged product back in its original packaging;
- place the original packaging in protective packaging;
- Add the return voucher to the box;
- Send the package to the return address specified on return voucher

If these steps are performed the Product(s) will reach the intended recipient as soon as possible. If these steps are not followed the chance exists that the returned Product(s) will not be accepted upon delivery.

ENERGYPARTS BVBA reserves the right to refuse any Product that is not returned in accordance with the rules.

1. Warranty

The Products offered by ENERGYPARTS BVBA comply with EU legislation and standards.

The Products have a manufacturer's warranty for the statutory period. If a product becomes defective during this guarantee period, its repair is guaranteed by the manufacturer in question. The shipping costs for the Product to the manufacturer are payable by the Customer, or must in any event be advanced by the Customer.

Pursuant to the applicable legislation in the Benelux region with respect to warranties for hidden defects, the Customer has a statutory warranty for hidden defects. Only those products with a recognised hidden defect can be returned to ENERGYPARTS BVBA on these grounds.

If a Customer states that a Product delivered by ENERGYPARTS BVBA has a hidden defect, then evidence thereof must be supplied. In this respect the Customer must request an expert analysis from an acknowledged expert for the purposes of confirming the existence of this hidden defect. If the expert analysis demonstrates that there is indeed a hidden defect, then the document stating this must be provided to ENERGYPARTS BVBA's Customer Services department as soon as possible.

Upon receipt of that document, ENERGYPARTS BVBA's Customer Services department will provide the reference number granting permission to return the Product(s) and the procedure to be followed. The return shipping costs are payable by ENERGYPARTS BVBA.

ENERGYPARTS BVBA will approve the return of the Product once the hidden defect is established by ENERGYPARTS BVBA. As soon as the return is approved by ENERGYPARTS BVBA the purchase price will be refunded.

Subject to hidden defects being demonstrated, the cost of the expert analysis can be reimbursed by ENERGYPARTS BVBA upon presentation of an invoice for the cost of this analysis.

The warranty does not apply to:

- the replacement of consumable products (bulbs, brushes, batteries, disks, filters, plugs, clips, plates, etc.);
- the incorrect or improper use of the products;
- defects and their consequences attributable to the product's usage for purposes for which it is not intended (competitions, etc.);
- defects and their consequences attributable to an external cause.

1. Liability

These general terms and conditions detail all of the obligations and liabilities on the part of ENERGYPARTS BVBA with respect to the delivery of Products and the performance of Services.

The sole obligations and guarantees on the part of ENERGYPARTS BVBA are the statutory guarantee periods and those expressly set out in the current general terms and conditions of sale, to the exclusion of all other warranties and/or obligations.

ENERGYPARTS BVBA cannot be held liable for loss of income, profits, contracts, information or for any other indirect or consequential loss arising from a wrongful act (including negligence).

The total liability on the part of ENERGYPARTS BVBA is – irrespective of its cause – limited to the sum that the Customer paid for the Product(s) and/or Services concerned.

The Products sold by ENERGYPARTS BVBA may only be fitted to vehicles or systems recommended by the designer or manufacturer.

The Products sold by ENERGYPARTS BVBA may only be fitted by authorised persons and only under their responsibility. ENERGYPARTS BVBA shall under no circumstances be held liable for the consequences of incorrect installation or the use of a product not modified for a specific vehicle.

The Customer is obliged to indemnify ENERGYPARTS BVBA for all claims, irrespective of their nature, levelled by third parties against ENERGYPARTS BVBA in the event of loss or injury due to the use of goods delivered by ENERGYPARTS BVBA.

2. Force majeure

The following are deemed to be force majeure: states of war, lock-outs, coups d'état, natural disasters and in general all events that are recognised by the Belgian courts as having the unforeseeable, unavoidable and externally-caused character of such incidents. However, ENERGYPARTS BVBA cannot be held liable for the non-performance of contractual obligations if this non-performance is due to force majeure and ENERGYPARTS BVBA cannot reasonably be blamed for these circumstances.

3. Applicable law – Competent court

The general terms and conditions of sale are subject to Belgian law.

It is possible to resolve disputes that you may have following an online purchase using extra-judicial procedures.

- Send your request to contact@energyparts-shop.com, we will do our best to satisfy you.
- European ODR platform for arbitration of complaints and disputes following an online purchase: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=EN>
- You can also contact becommerce.be in case of complaint.

Any dispute with respect to the interpretation or the execution of these terms and conditions will be exclusively submitted to:

- the authority of the common law courts in the country of delivery, in the event of the dispute involving the Customer-consumer;
- the authority of the competent Commercial Court in the jurisdiction where the registered office of ENERGYPARTS BVBA is located, in the event of the dispute involving the Customer-professional.

4. Protection of personal data

By placing an Order the Customer declares that he or she consents to ENERGYPARTS BVBA storing, processing and using the data that was collected through the Order for the purposes of processing the Order. Certain information can be provided to companies that are responsible for delivering the Products. When the Customer pays for the Products certain information provided will be supplied to the companies responsible for processing this payment.

The Customer permits ENERGYPARTS BVBA to send him or her emails of a commercial nature that concern the Products and Services of ENERGYPARTS BVBA. The customer may unsubscribe from commercial mailings either directly by using the unsubscribe link at the bottom of all our commercial emails or by sending us his request by email to contact@energyparts-shop.com.

Cookies

Energyparts bvba uses cookies on some pages of its web sites. Information collected by cookies

(as described below) may be tagged to your personal information, including your contact information, device information or other personal information which you have provided to Energyparts bvba.

Cookies are small amounts of data sent to your browser from a web server and stored on your computer's hard drive. Cookies can help a website recognize repeat users and allow a website to track web usage behavior. Cookies work by assigning a number to the user that has no meaning outside of the assigning website. If a cookie is placed, thereafter when you visit a web site, a message is sent back to the web server by the browser accessing the web site. You can set your browser to notify you when you are sent a cookie, and you may also elect not to accept cookies by changing the designated settings on your web browser. However, not utilizing cookies may prevent you from using certain functions and features of web sites.

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