

## **Definitions**

1. JMMotorSportsTrading: JMMotorSportsTrading, established in Houten under Chamber of Commerce no. NL862048461B01.
2. Customer: the person with whom JMMotorSportsTrading has entered into an agreement.
3. Parties: JMMotorSportsTrading and customer together.
4. Consumer: a customer who is also an individual and who acts as a private person.

## **Applicability of general terms and conditions**

1. These terms and conditions apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of JMMotorSportsTrading.
2. Parties can only deviate from these terms and conditions if they have expressly agreed so in writing.
3. The parties expressly exclude the applicability of additional and/or deviating general terms and conditions of the customer or of third parties.

## **Prices**

1. All prices that JMMotorSportsTrading uses are in euros, include VAT and exclude any other costs such as administration costs, levies and travel, shipping or transport costs, unless explicitly stated otherwise or agreed otherwise.
2. All prices that JMMotorSportsTrading uses for its products or services, on its website or that are otherwise made known, can be changed by JMMotorSportsTrading at any time.
3. Increases in the cost prices of products or parts thereof, which JMMotorSportsTrading could not foresee at the time of making the offer or the conclusion of the agreement, may give rise to price increases.
4. The consumer has the right to dissolve an agreement as a result of a price increase as referred to in paragraph 3, unless the increase is the result of a statutory regulation.

## **Samples and models**

If the customer has received a sample or model of a product, he cannot derive any rights from it other than that it is an indication of the nature of the product, unless the parties have expressly agreed that the products to be delivered correspond to the sample or model. .

## **Right of withdrawal**

A consumer can cancel a purchase placed online via the website during a reflection period of 14 days without giving any reason, provided that:

- the product has not been used, so it is still as new in the packaging.
- it is not a product that can spoil quickly, such as food or flowers
- it is not a product that has been tailor-made or adapted especially for the consumer
- it is not a product that cannot be returned for hygienic reasons (underwear, swimwear, etc.)
- the seal is still intact.
- the product is not a journey, ticket, catering assignment or form of leisure activity
- the product is not a loose magazine or newspaper
- it is not an (order for) emergency repair
- the consumer has not waived his right of withdrawal

### **The reflection period of 14 days as referred to in paragraph 1 starts:**

- o on the day after the consumer has received the last product or part of 1 order
- o as soon as the consumer has received the first product with a subscription
- o as soon as the consumer has purchased a service for the first time
- o as soon as the consumer has confirmed that he will purchase digital content via the internet

### **The consumer can make his appeal to the right of withdrawal known via**

JMMotorSportsTrading@gmail.com, if desired using the withdrawal form that can be downloaded via the website of JMMotorSportsTrading, [www.JMMotorSportsTrading.com](http://www.JMMotorSportsTrading.com).

4. The consumer is obliged to return the product to JMMotorSportsTrading within 14 days after making his right of withdrawal known, failing which his right of withdrawal will lapse.

### **Reimbursement return costs**

If the consumer invokes his right of withdrawal and returns the complete order on time, the costs for returning the complete order will be borne by the consumer.

### **Right of suspension**

Unless the customer is a consumer, the customer waives the right to suspend the performance of any obligation arising from this agreement.

### **Right of retention**

1. JMMotorSportsTrading can invoke its right of retention and in that case keep the customer's products in its possession until the customer has paid all outstanding invoices with regard to JMMotorSportsTrading, unless the customer has provided sufficient security for those costs.
2. The right of retention also applies on the basis of previous agreements from which the customer still owes payments to JMMotorSportsTrading.
3. JMMotorSportsTrading is never liable for any damage that the customer may suffer as a result of using his right of retention.

### **Settlement**

Unless the customer is a consumer, the customer waives his right to set off a debt owed to JMMotorSportsTrading against a claim against JMMotorSportsTrading.

### **Retention of title**

1. JMMotorSportsTrading remains the owner of all delivered products until the customer has fully complied with all his payment obligations with regard to JMMotorSportsTrading on the basis of any agreement concluded with JMMotorSportsTrading, including claims for failure to perform.
2. Until that time, JMMotorSportsTrading can invoke its retention of title and take back the goods.
3. Before ownership has passed to the customer, the customer may not pledge, sell, alienate or otherwise encumber the products.
4. If JMMotorSportsTrading invokes its retention of title, the agreement will be dissolved and JMMotorSportsTrading has the right to claim compensation, lost profit and interest.

### **Delivery**

1. Delivery takes place while stocks last.
2. Delivery takes place at JMMotorSportsTrading, unless the parties have agreed otherwise.
3. Delivery of products ordered online takes place at the address indicated by the customer.
4. If the agreed amounts are not paid or not paid on time, JMMotorSportsTrading has the right to suspend its obligations until the agreed part has been paid.
5. In the event of late payment, there is a creditor's default, with the result that the customer cannot object to JMMotorSportsTrading a late delivery.

**Delivery time**

1. The delivery times specified by JMMotorSportsTrading are indicative and do not entitle the customer to dissolution or compensation if they are exceeded, unless the parties have expressly agreed otherwise in writing.
2. The delivery time starts when the customer has completed the (electronic) ordering process and has received an (electronic confirmation) from JMMotorSportsTrading.
3. Exceeding the specified delivery time does not entitle the customer to compensation or the right to dissolve the agreement, unless JMMotorSportsTrading cannot deliver within 14 days after being summoned to do so in writing or the parties have agreed otherwise.

**Actual delivery**

The customer must ensure that the actual delivery of the products ordered by him can take place on time.

**Transportation costs**

Transport costs are for the account of the customer, unless the parties have agreed otherwise.

**Packing and Shipping**

1. If the packaging of a delivered product is opened or damaged, the customer must have a note drawn up by the forwarder or delivery person before receiving the product, failing which JMMotorSportsTrading cannot be held liable for possible damage.
2. If the customer takes care of the transport of a product himself, he must report any visible damage to products or the packaging prior to transport to JMMotorSportsTrading, failing which JMMotorSportsTrading cannot be held liable for any damage.

**Storage**

1. If the customer only accepts ordered products later than the agreed delivery date, the risk of any loss of quality is entirely for the customer.
2. Any additional costs as a result of early or late purchase of products will be fully borne by the customer.

**Guarantee**

1. The warranty with regard to products only applies to defects caused by faulty manufacture, construction or material.
2. The warranty does not apply in the event of normal wear and tear and damage resulting from accidents, changes made to the product, negligence or incompetent use by the customer, as well as when the cause of the defect cannot be clearly determined.
3. The risk of loss, damage or theft of the products that are the subject of an agreement between the parties transfers to the customer at the time when these are legally and/or actually delivered, or at least come under the control of the customer or from a third party who takes delivery of the product on behalf of the customer.

**Disclaimer**

The customer indemnifies JMMotorSportsTrading against all third-party claims related to the products and/or services supplied by JMMotorSportsTrading.

### **Complaints**

1. The customer must examine a product or service provided by JMMotorSportsTrading as soon as possible for any shortcomings.
2. If a delivered product or service does not comply with what the customer could reasonably expect from the agreement, the customer must inform JMMotorSportsTrading as soon as possible, but in any case within 1 month after the discovery of the shortcomings.
3. Consumers must inform JMMotorSportsTrading within 2 months after discovery of the shortcomings.
4. The customer provides as detailed a description as possible of the shortcoming, so that JMMotorSportsTrading is able to respond adequately.
5. The customer must demonstrate that the complaint relates to an agreement between the parties.
6. If a complaint relates to ongoing work, this can in any case not lead to JMMotorSportsTrading being obliged to perform other work than has been agreed.

### **Notice of default**

1. The customer must notify JMMotorSportsTrading in writing of any notice of default.
2. It is the responsibility of the customer that a notice of default actually reaches JMMotorSportsTrading (on time).

### **Joint and several liability customer**

If JMMotorSportsTrading enters into an agreement with several customers, each of them is jointly and severally liable for the full amounts owed to JMMotorSportsTrading under that agreement.

### **Liability JMMotorSportsTrading**

1. JMMotorSportsTrading is only liable for any damage that the customer suffers if and insofar as that damage is caused by intent or deliberate recklessness.
2. If JMMotorSportsTrading is liable for any damage, it is only liable for direct damage arising from or related to the execution of an agreement.
3. JMMotorSportsTrading is never liable for indirect damage, such as consequential damage, lost profit, missed savings or damage to third parties.
4. If JMMotorSportsTrading is liable, this liability is limited to the amount that is paid out by a closed (professional) liability insurance and in the absence of (full) payment by an insurance company of the damage amount, the liability is limited to the (part of the) invoice amount to which the liability relates.
5. All images, photos, colours, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and cannot give rise to compensation and/or (partial) dissolution of the agreement and/or suspension of any commitment.

### **Expiration period**

Any right of the customer to compensation from JMMotorSportsTrading expires in any case 12 months after the event from which the liability directly or indirectly arises. This does not exclude the provisions of Article 6:89 of the Dutch Civil Code.

## **Right to dissolution**

1. The customer has the right to dissolve the agreement if JMMotorSportsTrading imputably fails to fulfill its obligations, unless this shortcoming does not justify termination due to its special nature or minor significance.
2. If the fulfillment of the obligations by JMMotorSportsTrading is not permanently or temporarily impossible, dissolution can only take place after JMMotorSportsTrading is in default.
3. JMMotorSportsTrading has the right to dissolve the agreement with the customer if the customer does not fully or not timely fulfill his obligations under the agreement, or if JMMotorSportsTrading has taken note of circumstances that give him good grounds to fear that the customer is will not be able to properly fulfill its obligations.

## **Force of the majority**

1. In addition to the provisions of article 6:75 of the Dutch Civil Code, a failure by JMMotorSportsTrading in the fulfillment of any obligation with regard to the customer cannot be attributed to JMMotorSportsTrading in a situation independent of the will of JMMotorSportsTrading, as a result of which the fulfillment of his obligations towards the customer is wholly or partially prevented or as a result of which the fulfillment of his obligations cannot reasonably be expected from JMMotorSportsTrading.
2. The force majeure situation referred to in paragraph 1 also includes - but is not limited to: a state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); default and force majeure of suppliers, deliverers or other third parties; unexpected power, electricity, internet, computer and telecom outages; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a force majeure situation occurs as a result of which JMMotorSportsTrading cannot fulfill 1 or more obligations to the customer, those obligations will be suspended until JMMotorSportsTrading can meet them again.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
5. JMMotorSportsTrading does not owe any (damage) compensation in a force majeure situation, even if it benefits from any advantage as a result of the force majeure situation.

## **Amendment of the agreement**

If after the conclusion of the agreement it appears necessary for its implementation to change or supplement its content, the parties will adjust the agreement accordingly in a timely manner and in mutual consultation.

## **Change of terms and conditions**

1. JMMotorSportsTrading is entitled to change or supplement these general terms and conditions.
2. Minor changes can be made at any time.
3. Major substantive changes will be discussed with the customer in advance by JMMotorSportsTrading as much as possible.
4. Consumers are entitled to cancel the agreement in the event of a substantial change to the general

## **Transfer of rights**

1. Rights of the customer under an agreement between the parties cannot be transferred to third parties without the prior written consent of JMMotorSportsTrading.
2. This provision applies as a stipulation with property law effect as referred to in Section 3:83(2) of the Dutch Civil Code.

## **Consequences of nullity or voidability**

1. If one or more provisions of these general terms and conditions prove to be invalid or voidable, this will not affect the other provisions of these terms and conditions.
2. A provision that is void or voidable will in that case be replaced by a provision that comes closest to what JMMotorSportsTrading had in mind when drafting the conditions on that point.

**Applicable law and competent court**

1. Only Dutch law applies to every agreement between the parties.
2. The Dutch court in the district where JMMotorSportsTrading is located / has its practice / has its office is exclusively competent to take cognizance of any disputes between the parties, unless the law prescribes otherwise.

Prepared on July 19, 2021.