

General Terms and Conditions of MRT Sales

Identity and details

These are the General Terms and Conditions of Newparts B.V. in respect of MRT Sales, established in (4181 CA) Waardenburg at Industrieweg 3A. MRT Sales is accessible via telephone number 0418-767290. The e-mail address of MRT Sales is sales@mrtsales.nl. Any complaints can be made via this e-mail address or via the above office address. The Chamber of Commerce number of MRT Sales is 24327651.

Article 1 Applicability

1. These General Terms and Conditions apply to all offers of MRT Sales and to all agreements signed by MRT Sales with the Customer. The Customer of MRT Sales is hereinafter referred to as 'the Customer'.
2. MRT Sales will provide these General Terms and Conditions to the Customer before or at the conclusion of an agreement with the Customer. If the agreement with MRT Sales is concluded by electronic means, then MRT Sales will provide its General Terms and Conditions to the Customer in such a way that they can be saved and accessed by the Customer for future perusal. These General Terms and Conditions of MRT Sales can also be inspected via the website of MRT Sales, www.approvedgreen.nl. At the request of the Customer, MRT Sales will also send its General Terms and Conditions to the Customer, either electronically or otherwise.
3. By placing an order with MRT Sales, the Customer acknowledges that it is familiar with the contents of these General Terms and Conditions and to be in agreement therewith.
4. The applicability of the general terms and conditions of the Customer are expressly rejected by MRT Sales.
5. If any article of these General Terms and Conditions is void or voidable, then such article will be replaced by an article that is as close as possible in content to the original article. In such case, the other articles of these General Terms and Conditions will remain in full force.
6. MRT Sales is only bound by deviations to these General Terms and Conditions if they are in writing and explicitly defined.

Article 2 Offers

1. Any offer of MRT Sales, in whatever form, is entirely without obligation and does not bind it, unless a deadline for acceptance is stipulated by MRT Sales in the offer. In such case, if the Customer does not accept the offer of MRT Sales in good time, the offer of MRT Sales will lapse immediately and automatically after expiry of the relevant period.
2. Verbal agreements are binding on MRT Sales only after these are explicitly confirmed by MRT Sales to the Customer in writing.
3. Any offer of MRT Sales will contain the most complete and accurate description of the products and / or services offered as possible. The description will be sufficiently detailed to allow a proper assessment of the offer by the Customer. If MRT Sales uses pictorial representation, then it will thereby seek to give a true representation of the products and / or services offered. Obvious mistakes or errors in the offer will not bind MRT Sales.
4. A composite offer does not oblige MRT Sales to execute part of the contract for a corresponding part of the given price.
5. An offer of MRT Sales does not automatically apply to future agreements.
6. If a Customer has accepted the offer of MRT Sales - for example, by placing an order - MRT Sales will then provide the Customer with an order confirmation.

Article 3 Prices

1. The prices mentioned by MRT Sales on its website or in any other manner are exclusive of VAT, unless explicitly provided otherwise.
2. The prices mentioned by MRT Sales on its website or in any other manner are exclusive of dispatch costs, transport costs, delivery charges and a returnable deposit, unless explicitly provided otherwise. The cost of making the order ready for dispatch and checking, transporting and delivering the order of the Customer are thus added to the price of the order and are payable by the Customer. These costs vary per country where MRT Sales delivers. These costs are mentioned by MRT Sales during the ordering process. If these costs later prove to be higher, these higher costs are also payable by the Customer to MRT Sales and MRT Sales is entitled to charge these increases to the Customer.
3. The prices quoted by MRT Sales are denominated in Euros.
4. Prices will not be increased for the duration of the offer, unless legal action makes this necessary or the manufacturer implements interim price increases.
5. All prices quoted by MRT Sales are subject to misprints and typesetting errors. MRT Sales is not liable for the consequences of such errors.

Article 4 Delivery time

1. The delivery time is estimated as accurately as possible by MRT Sales, but can be considered as an estimate only and never as a deadline.
2. If MRT Sales does not have the Goods ordered by the Customer in stock, MRT Sales is entitled to deliver the Goods only when such Goods are available again. In that case, MRT Sales will inform the Customer.
3. If the Goods ordered by the Customer are no longer available, MRT Sales is entitled to deliver other Goods of equal quality and price to the Customer. In that case, MRT Sales will inform the Customer.
4. MRT Sales is entitled to inform itself on whether the Customer is able to meet its payment obligations, as well as of all those facts and factors that are important to a sound conclusion of a/an (distance) agreement with the Customer. If, on the basis of this inquiry, MRT Sales has sound reasons not to conclude the agreement, MRT Sales is entitled to refuse an order or request stating its reasons or to attach special conditions to the execution of the agreement.
5. The Customer is not entitled to any compensation in any form in the case of any exceeding of the estimated delivery time by MRT Sales, unless expressly agreed, or if the exceeding is the direct and immediate result of the gross negligence or gross carelessness of MRT Sales.
6. The Customer may not terminate the agreement with MRT Sales due to exceeding the delivery time and may not refuse receipt and / or payment of the Goods.

Article 5 Delivery

1. MRT Sales delivers the Goods and accessories ordered from it (hereinafter jointly referred to as: 'the Goods') ex-warehouse (in Waardenburg), unless the parties expressly agreed in writing on a different mode of delivery.
2. If the parties expressly agree in writing on a different mode of delivery than ex-warehouse, then MRT Sales is free to determine the mode of transport of the Goods and the means of transport to the Customer. MRT Sales is also free to engage a third party to transport the Goods and deliver the Goods to the Customer.
3. If the parties have expressly agreed on carriage paid delivery by MRT Sales to the Customer in writing, then the Goods are transported at the expense and risk of MRT Sales. In that case, the Goods are deemed to have been delivered by MRT Sales and accepted by the Customer once the Goods have arrived on-site and been unloaded. In all other cases, the Goods are at the expense and risk of the Customer and the Goods are deemed to be delivered ex-warehouse by MRT Sales and accepted by the Customer.
4. If, during transport that is at the risk of MRT Sales, damage and / or defects occur that can be detected upon arrival of the Goods but which the Customer does not immediately record on the consignment note, delivery note or similar document to be sent back, MRT Sales is not liable for this.
5. The Customer is obliged to take delivery of the Goods at the time they are delivered to it or at the time they are made available to it or supplied.
6. From the moment of delivery, the Goods are at the expense and risk of the Customer.
7. If the Customer refuses to accept the Goods or fails to provide information or instructions necessary for delivery, then the Goods will be stored by MRT Sales at the expense and risk of the Customer. In that case, the resulting transport costs, storage costs and any other costs are payable directly by the Customer to MRT Sales.
8. Parts that are delivered to a Customer by MRT Sales, which subsequently prove not to be needed, can be returned by the Customer to MRT Sales no later than 10 days after delivery. MRT Sales will charge the Customer a fee of 20% of the purchase amount for this, with a minimum of € 25. Parts that are disassembled especially for the Customer cannot be returned.

Article 6 Inspection and complaints

1. Each Customer of MRT Sales is obliged to examine the delivered Goods for correctness, quantity and defects upon delivery.
2. Minor deviations, which are deemed acceptable and unavoidable in the market cannot constitute grounds for complaints.
3. Visible defects or shortcomings must be reported by the Customer to MRT Sales in writing within eight business days after delivery.
4. Non-visible defects or shortcomings must be reported by the Customer to MRT Sales in writing within eight business days after discovery or within eight business days after these could reasonably have been discovered.
5. In respect of defects or shortcomings that are only discovered one year after delivery (or later), no complaint may be submitted.
6. If the Customer has not complained about a defect or shortcoming within the time-limit referred to in paragraph 3, paragraph 4 or paragraph 5 of this article, the Customer is no longer entitled to repair, replacement or compensation and the Customer is obliged to pay any costs incurred by MRT Sales, insofar as these are reasonable.
7. If it is established that Goods are defective and if a complaint is submitted in good time in that respect, then MRT Sales will either replace the defective item within a reasonable time or arrange for repair of the defect, at the option of the Customer. In case of replacement of the Goods, the Customer is obliged to return the Goods to MRT Sales in the original packaging. The costs of this are at the expense of the Customer, unless expressly agreed otherwise in writing.

8. The Customer may not rely on a defect in the performance of MRT Sales if it has assembled or processed the Goods delivered by MRT Sales.
9. Even if the Customer complains in good time, it is still obliged to pay the invoice amount in full and to accept the ordered Goods. If the Customer can enforce a claim vis-à-vis MRT Sales, this does not give the Customer the right to postpone or offset its payment to MRT Sales.

Article 7 Exchanged Goods

1. In this article, the following definitions apply:
Exchanged Goods: parts that are sold by MRT Sales to the Customer, where the Customer exchanges similar (old) parts with MRT Sales. The Goods acquired through the exchange may be sold by MRT Sales.
2. Exchanged Goods sold by MRT Sales to a Customer will be packaged in a standardised manner. The packaging will be given by MRT Sales to the Customer on loan. The packaging always remains the property of MRT Sales. The Customer is required to return the packaging to MRT Sales undamaged. A returnable deposit is charged on packaging materials by MRT Sales to the Customer, unless otherwise agreed in writing. If the Customer has not returned the packaging materials to MRT Sales within six months after purchase of the exchanged Goods, MRT Sales is no longer required to return the packaging deposit. This does not affect the fact that the Customer is obliged to return the packaging.
3. When purchasing exchanged Goods, a returnable deposit is charged on packaging materials by MRT Sales to the Customer, unless otherwise agreed in writing. If the Customer has not returned the exchanged Goods to MRT Sales within six months after purchase of the exchanged Goods and / or not in the assembled state and / or not safe / not completely packaged free of coolant or free of oil, MRT Sales is no longer required to return the deposit charged to the Customer. This does not affect the fact that the Customer is obliged to return the old Goods.
4. The returnable deposit charged by MRT Sales to the Customer is only a symbolic amount. In cases where the actual value of the old Goods is higher than the returnable deposit, then a retrospective additional assessment will take place.
5. Exchanged Goods are only sold by MRT Sales upon the return of the old Goods by the Customer. The old Goods must be of the same brand, type of construction and complexity and may not be broken, cracked, welded or otherwise damaged or incomplete. The vital components (in the case of an engine, this is the block, head, crankshaft and camshaft) must be able to be overhauled in a normal manner. If the Goods returned are not satisfactory, then the higher costs will be borne by the Customer of MRT Sales and a further calculation will take place.
6. An engine can be supplied with different oil pan and / or valve cover. In such cases, the Customer must provide the relevant parts of the old engine at its own expense, after thorough inspection and cleaning.
7. MRT Sales reserves the right to modify exchanged Goods to its own specifications, if this has a positive influence on the quality of the exchange of exchanged Goods. An example of this may be that MRT Sales does not provide engines with balance shafts in a number of cases.
8. For environmental and safety reasons, the Customer must package the old Goods to be returned safely and completely free of coolant and free of oil at its own expense. The Customer is liable for all damage of MRT Sales and / or third parties arising from the incorrect delivery of the Goods to be supplied. The Customer indemnifies MRT Sales in this respect.
9. Sale and purchasing. In the case of the sale of new Goods against purchase of used Goods, if the Buyer continues to use the old Goods pending delivery of the new Goods, the old Goods will become the property of MRT Sales only after the actual delivery thereof to MRT Sales has taken place. As long as the Buyer continues to use the Goods, these are entirely at its expense and risk.

Article 8 Liability

1. MRT Sales is not liable for damage of any kind incurred as a result of assumptions based on false and / or incomplete data provided by or on behalf of the Customer.
2. Except in the case of intent or gross negligence by MRT Sales or any of its executives, MRT Sales is liable only for direct damage and its liability is limited to the amount paid out by its liability insurer, plus the deductible. If, for any reason, no payment by the insurer of MRT Sales takes place, then the liability of MRT Sales is limited to the amount invoiced by MRT Sales to the relevant Customer.
3. In no event will MRT Sales be liable for loss of profits, consequential and / or indirect damages, including, but not limited to, profit and turnover, missed returns and immaterial damage. MRT Sales is not liable for damage that can be attributed to acts or omissions of the Customer or a third party engaged by the Customer.
4. All rights of action and other powers (for whatever reason whatsoever) that the Customer has vis-à-vis MRT Sales, must have been received by MRT Sales in writing within one year and one day after the date on which they are originated or on which they became known or could have become reasonably known to the Customer, at the risk of forfeiting all rights.
5. The Customer indemnifies MRT Sales for any claims by third parties that suffer damage in connection with the execution of the agreement, unless (and insofar as) the damage was exclusively the result of intent or gross negligence of MRT Sales or its management.

Article 9 Retention of title

1. Without prejudice to the provisions of article 5, paragraph 6 of these General Terms and Conditions, MRT Sales retains the ownership of all products delivered to the Customer until the purchase price for these products has been paid, also including any interest and costs. The retention of title will also apply in respect of claims that MRT Sales may have vis-à-vis the Customer as a result of the failure by the Customer of one or more of its obligations vis-à-vis MRT Sales under the agreement or such agreements concluded between the parties.
2. If and as long as there is a retention of title on the products, the Customer is not permitted to dispose of these products or to establish any restricted right thereon, except in the ordinary course of operation of its business (where applicable).
3. The Customer has a duty of care with regard to products falling under the retention of title and is obliged to insure these products and to keep them insured against the usual risks, including in any event contents insurance which includes cover for risks of fire, theft, explosion and water damage.
4. If the Customer fails to perform its obligations under any agreement concluded with MRT Sales or if MRT Sales has good reason to fear that the Customer will fail to fulfill its obligations under any agreement concluded with MRT Sales, MRT Sales is always entitled to repossess the products delivered to the Customer, to retrieve them (or have them retrieved) and to store them elsewhere. This right exists especially - but not exclusively - if (I) the Customer has requested a suspension of payments or bankruptcy, (II) the Customer is bankrupt or bankruptcy has been requested or (III) the Customer makes a repayment arrangement with one or more creditors. In the event MRT Sales wishes to exercise its property rights as set out in this article, the Customer will, if this situation arises, give its unconditional and irrevocable consent to MRT Sales or a third party designated by MRT Sales, to enter the places where the products owned by MRT Sales are located and to repossess the products.
5. All costs related to the exercise of the retention of title, including the costs of transport and storage, will be borne by the Customer.
6. If MRT Sales has exercised its retention of title, MRT Sales is always entitled, but not obliged, to sell the products to a third party, and the Customer will be credited by MRT Sales for the market value of the products as determined by MRT Sales or the net selling price, whichever amount is the lowest, minus all the costs incurred for repossession, notwithstanding the right of MRT Sales to compensation for the damage resulting from the breach of the Customer suffered by MRT Sales.

Article 10 Payment

1. If the Customer placed a verbal or written order with MRT Sales, this creates a payment obligation on the part of the Customer. This also applies to orders placed with MRT Sales via the internet.
2. Payment by the Customer must be made within the term of payment agreed between the Customer and MRT Sales. If no other term of payment has been agreed, then the due date of the term of payment will be 14 days after the invoice date. In the event of late payment, the Customer is in default by operation of law.
3. From the due date of the invoice, interest of 1.5% per month is payable by the Customer on the outstanding amount.
4. If the Customer does not pay in good time, MRT Sales will send the Customer a demand letter giving it a further period of 14 days within which to pay. In the case of continued non-payment in full, the Customer will also owe extrajudicial collection costs.
5. MRT Sales is entitled to use payments received for the payment of the interest due and extrajudicial costs first, before using the payments for payment of the principal.
6. If the Customer falls behind with respect to a part of its payments, then the entire amount it owes to MRT Sales will become due and payable immediately. This also applies to the invoices that are not yet due at that time.
7. If MRT Sales considers it necessary, it is at all times entitled to demand that the Customer pay (a part) in advance or provide proper security for its payment. Failing this, MRT Sales is entitled to suspend delivery or to terminate the agreement and claim compensation. The purchase price of all that has already been supplied by MRT Sales to the Customer will become due and payable immediately.
8. All that the Customer owes to MRT Sales will become due and payable immediately and in full if the Customer (I) is in danger of being granted a suspension of payments or is granted a suspension of payments, (II) is in danger of going bankrupt or goes bankrupt, or (III) is likely to be granted debt restructuring or has been granted debt restructuring.
9. If the Customer does not pay in good time, then MRT Sales is entitled to suspend further deliveries to the Customer without prior notice. In that case, the purchase price of the Goods delivered will become due and payable immediately in full.
10. The Customer is not entitled to offset any amount against the amount which should be paid to MRT Sales and / or to rely on suspension.
11. A returnable deposit and dispatch costs must always be paid by the Customer to MRT Sales.
12. It is only possible to place an order on account with MRT Sales after the Customer has been accepted by our credit insurer. The amount outstanding by the Customer may never exceed the amount covered by our credit insurer. If the credit insurer of MRT Sales withdraws cover for the Customer in question, for whatever reason, then the Customer is obliged to immediately pay MRT Sales the amount currently outstanding. In that case, follow-up orders from the Customer will only be accepted if the Customer pays for these orders in advance.
13. Payment by the Customer to MRT Sales must be made in Euros.

Article 11 Intellectual property rights

All intellectual and industrial property rights to all Goods delivered to the Customer are exclusively held by MRT Sales or its licensors or suppliers. The Customer is not permitted to copy these Goods or to otherwise infringe the intellectual property rights of MRT Sales or its licensors or suppliers.

Article 12 Privacy

1. The data provided by the Customer are included in the Customer file of MRT Sales. This file also contains the data necessary for the settlement of orders, including ordering, delivery and payment details.
2. MRT Sales will comply with the obligations arising from the Personal Data Protection Act. MRT Sales will provide appropriate technical and organisational measures to protect personal data against loss or against any form of unlawful processing.

Article 13 Guarantee

The Goods supplied by MRT Sales must conform to the agreement. MRT Sales does not provide any further guarantee.

Article 14 Warranty

The entry on the invoice of MRT Sales is leading for a possible warranty claim of the Customer. In case of warranty the following warranty terms always apply:

1. The Customer is obliged to inform MRT Sales by e-mail of a warranty claim within ultimately four (4) weeks after noticing and/or knowing that there is a problem with the engine and/or the parts that MRT Sales delivered. If the Customer does not comply to this obligation the warranty ends and MRT Sales is not liable for any claims.
2. If requested by MRT Sales, the Customer is obliged to send the engine and a filled in warranty form back to MRT Sales, so MRT Sales can investigate the warranty claim of the Customer. If the Customer does not comply to this obligation within ultimately four (4) weeks after the request of MRT Sales, the warranty ends and MRT Sales is not liable for any claims.
3. After a warranty claim towards MRT Sales the Customer is obliged to keep MRT Sales fully informed by e-mail about any dispute and/or discussion between the Customer and his or her customer regarding the warranty claim. If the Customer does not comply to this obligation the warranty ends and MRT Sales is not liable for any claims.
4. Supply of a replacement motor if available in the same version/specification as supplied.
5. If the engine is not (any longer) available, the full purchase price of the engine will be credited.
6. Labour costs: the maximum amount to be reimbursed by MRT Sales is calculated according to Flat-rate times and an maximum hourly rate of € 50.00. We reimburse the necessary parts and materials at cost price.
7. Consequential damages such as for example costs of car rental, etc. will not be reimbursed.

Article 15 Building / installing instructions & information

MRT Sales engines and parts are supplied with specific building / installing instructions and information. The Customer is obliged to directly supply these instructions and this information to his or her customer, with saving proof of doing so. If The Customer fails this obligation, all warranties end directly. In that case MRT Sales is not liable for any claims.

Article 16 Disputes

1. All legal relationships between MRT Sales and the Customer are governed exclusively by Dutch law.
2. The applicability of the Vienna Sales Convention is expressly excluded.
3. All disputes relating to or arising from or connected with a contract or offer, order confirmation, delivery of products and / or services with or by MRT Sales and invoices of MRT Sales can only be submitted to the competent judge of the District Court of Gelderland, Arnhem location.

MRT Sales, Waardenburg Netherlands

Signature of the Customer for receiving the General Terms and Conditions of MRT Sales:

Date: