

1 General terms and conditions

1.1 these terms and conditions apply to the sale of used, mostly classic cars to private individuals and entrepreneurs.

2. transfer of rights and obligations of the purchaser

2.1 transfer of rights and obligations of buyer under the purchase agreement shall require the consent of the seller in writing.

3. payment

3.1 the purchase price and prices for additional services are payable upon notification of readiness of the object or purchase and/or delivery of the invoice.

3.2 The buyer can only set off claims on the seller if the counterclaim of the buyer is undisputed or a legally valid title exists.

3.3 he can only assert a right of retention insofar it is based on claims arising from the purchase contract.

4 Acceptance

4.1. the buyer is obliged to take the merchandise within eight days of receipt of notice of readiness. In the case of non-acceptance, the seller's legal rights can be used.

4.2 the seller demands damages if the agreement is cancelled after a sales agreement was made. The fee is 30% of the agreed selling price.

5 Reservation of proprietary rights

5.1 the object of purchase remains property of the seller until the claims of the seller on the basis of the purchase contract are satisfied.

5.2 if the Buyer does not fulfill his obligations of the contract, the seller may withdraw from the contract.

5.3 as long as the reservation of title exists, the buyer may neither have nor contractually give the use of the purchase to a third party.

6 Vehicle description/advice/expertise/vehicle passes

6.1 as far in the contract / order, and / or the vehicle description (for example ad text) reports and vehicle passes, their content, or whose evaluation results wholly or in part reference is taken, is the reproduction of an opinion from the original author or expert.

6.2 the seller does not endorse the contents of the report itself, he distances himself from the content of the opinion / expertise.

6.3 any claims against the original author or expert are not affected thereby.

7. originality / accident damage / previous users

7.1. the vehicles, which are a typical trade of the company RD classics are historical vehicles of considerable age. At the time of delivery, the subject of the sale was a product with a manufacturer intended lifespan of 10-15 years. The object of sale has exceeded the intended lifespan of the manufacturer at the time of this agreement.

7.2 due to the age of these vehicles, a statement about originality can not be made.

7.3 A statement of accidents or previous damages can not (!) be made.

Previous accidents must be expected due to the age and the regularly expected run time of such vehicles.

7.4 Also there is nothing to say about the number of previous owners of the vehicle.

7.5 Considering the age of the vehicle it is not possible to exactly comprehend the quality of the spare parts and/or any previous restoration and repair work.

8 Material defects

8.1 Claims of the buyer due to material defects expire one year of delivery of the purchased item to the customer. Deviating from this, the sale shall be carried out excluding any liability for material defects, if the buyer is a legal entity of public law, a publicly-ordered special asset or an entrepreneur who, upon conclusion of the contract, is exercising his commercial or independent professional activity.

8.2 This reduction / exclusion of the guarantee according to 8.1 does not apply to damages that are based on a grossly negligent or intentional breach by the seller, his legal representatives or vicarious agents, as well as in the case of injury to life, limb or health.

8.3 If the seller has to pay due to the statutory provisions for damage caused by slight negligence, the seller's liability is limited: The liability exists only in case of breach of essential contractual obligations, such as those the purchase contract the seller according to its content and purpose just want to impose or the fulfillment of which enables the proper execution of the purchase contract in the first place and on whose observance the purchaser regularly trusts and may trust. This liability is limited to the typical damage foreseeable at the conclusion of the contract.

Excluded is the personal liability of the legal representatives, vicarious agents and employees of the seller for damages caused by them through negligence.

For the aforementioned limitation of liability and the aforementioned exclusion of liability, section 8.2 of this section applies accordingly.

8.4 Irrespective of any fault of the seller, any liability of the seller for concealment of a defect, for the assumption of a guarantee or a procurement risk and under the Product Liability Act remains unaffected.

8.5 Claims for material defects must be asserted by the buyer to the seller. In the case of spoken claims, the buyer must provide a textual confirmation of the advertisement.

8.6 For the parts installed within the scope of a defect the buyer can assert claims for material defects on the basis of the purchase contract until expiration of the limitation period of the purchase.

8.7 replaced parts shall become property of the seller.

9 liability for other damages

9.1 Liability for a delay in delivery, the legal regulations are applicable.

9.2 the rules in section "Liability for material defects" apply for any other claims of damages against the seller, section 8.3 and 8.4.

10 Court of jurisdiction

10.1 for all current and future claims from the business relationship with merchants, including bills of Exchange and cheque claims, exclusive place of jurisdiction is the registered office of the seller.

10.2 The same place of jurisdiction applies if the buyer does not have a general place of jurisdiction in NL, relocates his domicile or habitual residence from the country of domicile or if his domicile or habitual residence is not known at the time the complaint is filed. Incidentally, in the case of claims by the seller against the buyer, his domicile is the place of jurisdiction.

11. Other / choice of law

11.1 Changes and additions to this agreement - as well as the lifting of a formality requires written form.

11.2 Should any part of the contract be invalid, does it not affect the validity of the contract in its remainder.

11.3 Dutch Law under exclusion of the UN Sales Convention applies.