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Article 1 - Definitions

In these terms and conditions, the following definitions apply:

1. **Cooling-off period:** the period during which the consumer can exercise their right of withdrawal;
2. **Consumer:** a natural person acting outside the scope of their business or profession and entering into a distance contract with the entrepreneur;
3. **Day:** calendar day;
4. **Duration transaction:** a distance contract related to a series of products and/or services, with delivery and/or performance obligations spread over time;
5. **Durable medium:** any medium that enables the consumer or entrepreneur to store information personally addressed to them in a way that allows for future consultation and unchanged reproduction of the stored information;
6. **Right of withdrawal:** the consumer's right to cancel the distance contract within the cooling-off period;
7. **Model form:** the model withdrawal form provided by the entrepreneur, which the consumer can fill out when they wish to exercise their right of withdrawal;
8. **Entrepreneur:** a natural or legal person who offers products and/or services to consumers at a distance;
9. **Distance contract:** a contract concluded within the framework of a system organized by the entrepreneur for the remote sale of products and/or services, where only remote communication techniques are used until the conclusion of the contract;
10. **Remote communication technique:** a means that can be used to conclude a contract without the consumer and entrepreneur being in the same physical location;
11. **General Terms and Conditions:** the present General Terms and Conditions of the entrepreneur.

Article 2 - Identity of the Entrepreneur

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Article 3 - Applicability

1. These General Terms and Conditions apply to every offer made by the entrepreneur and to every distance contract and order concluded between the entrepreneur and the consumer.
2. Before the distance contract is concluded, the text of these General Terms and Conditions will be made available to the consumer. If this is not reasonably possible, it will be indicated before the contract is concluded that the general terms can be reviewed with the entrepreneur and will be sent to the consumer free of charge upon request.
3. If the distance contract is concluded electronically, in deviation from the previous paragraph, the text of these General Terms and Conditions may be made available electronically in such a way that the consumer can store it easily on a durable medium. If this is not reasonably possible, the consumer will be informed where the terms can be accessed electronically and that they will be sent free of charge upon request.
4. In case specific product or service conditions apply alongside these General Terms and Conditions, the second and third paragraphs apply correspondingly, and in case of conflicting general terms, the consumer can always invoke the most favorable applicable provision.
5. If one or more provisions of these General Terms and Conditions are wholly or partially void or declared void at any time, the rest of the contract and conditions will remain in effect, and the relevant provision will be replaced in mutual agreement as soon as possible with a provision that approximates the original intent.
6. Situations not regulated in these General Terms and Conditions will be assessed 'in the spirit' of these conditions.
7. Uncertainties regarding the interpretation or content of one or more provisions of our terms will be interpreted 'in the spirit' of these General Terms and Conditions.

Article 4 - The Offer

1. If an offer has a limited validity or is subject to conditions, this will be explicitly stated in the offer.
2. The offer is non-binding. The entrepreneur is entitled to modify or adjust the offer.
3. The offer contains a full and accurate description of the products and/or services offered. The description is sufficiently detailed to allow the consumer to make a well-informed assessment of the offer. If the entrepreneur uses images, they are a truthful representation of the offered products and/or services. Obvious mistakes or errors in the offer do not bind the entrepreneur.
4. All images, specifications, and details in the offer are indicative and may not serve as grounds for compensation or cancellation of the agreement.
5. Images of products are a truthful representation of the offered items. The entrepreneur

cannot guarantee that the displayed colors precisely match the actual colors of the products.

6. Every offer contains sufficient information to make clear to the consumer what rights and obligations are attached to the acceptance of the offer, specifically regarding:
 - the price including taxes;
 - any shipping costs;
 - how the agreement will be concluded and the actions required for this;
 - whether or not the right of withdrawal applies;
 - the method of payment, delivery, and execution of the agreement;
 - the period within which the offer can be accepted or the period during which the price is guaranteed;
 - the rate for remote communication if the communication technique costs more than the standard basic rate;
 - whether the agreement is archived after its conclusion and how the consumer can consult it;
 - how the consumer can verify and, if necessary, correct the data provided in the agreement before concluding it;
 - any other languages in which the agreement can be concluded besides Dutch;
 - the codes of conduct the entrepreneur has adhered to and how the consumer can consult these codes electronically;
 - the minimum duration of the agreement in case of a duration transaction.

Article 5 - The Agreement

1. The agreement is concluded when the consumer accepts the offer, subject to the conditions set by the entrepreneur.
2. If the consumer accepts the offer electronically, the entrepreneur will confirm the receipt of the acceptance without delay by electronic means. The consumer may cancel the agreement as long as it has not been confirmed by the entrepreneur.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to ensure the secure electronic transfer of data and will provide a safe online environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.
4. The entrepreneur may, within legal boundaries, inform themselves about whether the consumer can meet their payment obligations and about other facts and factors important for entering into the distance contract responsibly. If the entrepreneur has valid reasons to not conclude the agreement based on this assessment, they are entitled to refuse an order or request, or to attach special conditions to the execution of the agreement.
5. The entrepreneur will send the following information with the product or service to the consumer, either in writing or in such a way that it can be stored on a durable medium:
 - the business address where the consumer can address complaints;
 - the terms and conditions under which the consumer can exercise the right of withdrawal or, if excluded, a clear statement regarding the exclusion of the right;
 - information about warranties and after-sales services;
 - the information in Article 4(3), unless already provided to the consumer before the agreement's execution;
 - the requirements for cancellation if the agreement has a duration of more than one year or is of indefinite duration.

6. In case of a duration transaction, the provision in the previous paragraph only applies to the first delivery.
7. Every agreement is concluded under the suspensive condition of sufficient availability of the relevant products.

Article 7 - Costs in the Event of Revocation

1. If the consumer exercises their right of revocation, the maximum cost of returning the product will be borne by the consumer.
2. If the consumer has made a payment, the entrepreneur will refund this amount as soon as possible, but no later than 14 days after the revocation, provided the product has already been received by the entrepreneur or conclusive evidence of the complete return is provided. The refund will be made using the same payment method that the consumer used unless the consumer explicitly agrees to another method.
3. The consumer is liable for any depreciation of the product resulting from handling the product carelessly.
4. The consumer cannot be held responsible for depreciation if the entrepreneur has failed to provide all legally required information about the right of revocation, which should have been done before the conclusion of the purchase agreement.

Article 8 - Exclusion of the Right of Revocation

1. The entrepreneur may exclude the consumer's right of revocation for products as described in sections 2 and 3. The exclusion of the right of revocation is only valid if the entrepreneur clearly stated this in the offer, at least prior to the conclusion of the agreement.
2. The right of revocation cannot be excluded for products:
 - Made to the consumer's specifications;
 - Clearly personal in nature;
 - Which cannot be returned due to their nature;
 - Which may spoil or deteriorate quickly;
 - Whose price is dependent on fluctuations in the financial market beyond the entrepreneur's control;
 - For single newspapers and magazines;
 - For audio and video recordings and computer software if the consumer has broken the seal;
 - For hygiene products if the consumer has broken the seal.
3. The right of revocation cannot be excluded for services:
 - Relating to accommodation, transport, catering, or leisure activities to be provided on a specific date or during a specific period;
 - Where the provision has explicitly started with the consumer's consent before the

- cooling-off period expired;
- Related to betting and lotteries.

Article 9 - Price

1. During the validity period specified in the offer, the prices of the offered products and/or services will not increase, except for price changes resulting from changes in VAT rates.
2. However, the entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market and are beyond the entrepreneur's control, at variable prices. This dependency on fluctuations and that any listed prices are indicative will be stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only allowed if they result from legal regulations or provisions.
4. Price increases after 3 months from the conclusion of the agreement are only allowed if the entrepreneur has stipulated this and:
 - The increase results from legal regulations or provisions; or
 - The consumer has the right to cancel the agreement as of the day the price increase takes effect.
5. The prices stated in the offer for products or services include VAT.
6. All prices are subject to typographical and printing errors. The entrepreneur is not liable for any consequences of typographical or printing errors. The entrepreneur is not obliged to deliver the product at the incorrect price due to such errors.

Article 10 - Conformity and Warranty

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability, and the applicable legal provisions and government regulations in effect at the time of the agreement. If agreed, the entrepreneur also guarantees that the product is suitable for purposes other than normal use.
2. A warranty provided by the entrepreneur, manufacturer, or importer does not affect the consumer's legal rights or claims that can be made based on the agreement.
3. Any defects or incorrectly delivered products must be reported to the entrepreneur in writing within 2 months of discovering the defect.
4. The entrepreneur's warranty period corresponds with the manufacturer's warranty period. However, the entrepreneur is never responsible for the product's suitability for any individual application by the consumer, nor for any advice regarding the use or application of the products.

5. The warranty does not apply if:

- The consumer has repaired or altered the delivered products themselves or has had them repaired or altered by third parties;
- The delivered products have been exposed to abnormal conditions or have been handled carelessly or contrary to the entrepreneur's instructions and/or packaging instructions;
- The defect is entirely or partially the result of government regulations regarding the nature or quality of the materials used.

Article 11 - Delivery and Execution

1. The entrepreneur will exercise the utmost care in receiving and executing orders for products and assessing requests for services.
2. The place of delivery is the address provided by the consumer to the entrepreneur.
3. The entrepreneur will process accepted orders promptly, but no later than 30 days, unless the consumer has agreed to a longer delivery period. If delivery is delayed or if an order cannot be fully or partially executed, the consumer will be informed within 30 days after placing the order. In such cases, the consumer has the right to cancel the agreement without any costs. The consumer is not entitled to compensation.
4. All delivery times are indicative. The consumer cannot derive any rights from mentioned times. Exceeding a delivery time does not entitle the consumer to compensation.
5. In the case of cancellation according to section 3 of this article, the entrepreneur will refund the amount paid by the consumer as soon as possible, but no later than 14 days after cancellation.
6. If delivery of an ordered product is impossible, the entrepreneur will make efforts to provide a substitute item. The consumer will be informed at the time of delivery that a replacement item is being delivered. The right of revocation cannot be excluded for replacement items. The cost of returning the product will be borne by the entrepreneur.
7. The risk of damage or loss of products rests with the entrepreneur until delivery to the consumer or a representative appointed by the consumer, unless otherwise agreed.

Article 12 - Duration Transactions: Duration, Termination, and Extension

Termination

1. The consumer may terminate an agreement that has been entered into for an indefinite period and which involves the regular delivery of products (including electricity) or services at any time, observing the agreed termination rules and a notice period of up to one month.
2. The consumer may terminate an agreement for a fixed period that involves the regular delivery of products (including electricity) or services at any time, against the end of the

fixed period, observing the agreed termination rules and a notice period of up to one month.

3. The consumer may terminate the agreements mentioned in the previous sections:

- At any time and is not limited to termination at a specific time or within a specific period;
- At least in the same way they entered into the agreement;
- Always with the same notice period as the entrepreneur has stipulated for themselves.

Extension

1. An agreement entered into for a fixed period, which involves the regular delivery of products (including electricity) or services, may not be extended or renewed automatically for a specific period.
2. Notwithstanding the previous section, an agreement for a fixed period involving the regular delivery of daily, news, and weekly newspapers or magazines may be extended automatically for a maximum period of three months, provided the consumer can cancel this extended agreement before the end of the extension with a notice period of up to one month.
3. An agreement for a fixed period involving the regular delivery of products or services may only be extended automatically for an indefinite period if the consumer can cancel at any time with a notice period of up to one month, or up to three months if the agreement involves regular but less than monthly delivery of daily, news, and weekly newspapers or magazines.
4. An agreement with a limited duration for the regular delivery of daily, news, and weekly newspapers or magazines for trial or introductory purposes will not be extended automatically and will end when the trial or introductory period ends.

Duration

1. If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time after one year with a notice period of up to one month, unless fairness and equity prevent termination before the agreed duration ends.

Article 13 - Payment

1. Unless otherwise agreed, the consumer must pay the amounts due within 7 days after the cooling-off period begins, as referred to in Article 6, section 1. In the case of an agreement for the provision of a service, this period starts after the consumer receives the confirmation of the agreement.
2. The consumer is obliged to immediately inform the entrepreneur of any inaccuracies in the provided or stated payment details.

3. In the event of non-payment by the consumer, the entrepreneur has the right to charge reasonable costs previously made known to the consumer, subject to legal restrictions.

Article 14 - Complaints Procedure

1. The entrepreneur has a sufficiently communicated complaints procedure and will handle complaints according to this procedure.
2. Complaints about the execution of the agreement must be submitted to the entrepreneur in writing, clearly and completely, within 2 months after the consumer has identified the defects.
3. Complaints submitted to the entrepreneur will be answered within 14 days from the date of receipt. If a complaint requires a longer processing time, the entrepreneur will respond within 14 days with an acknowledgment of receipt and an indication of when the consumer can expect a more detailed response.
4. If the complaint cannot be resolved through mutual agreement, it will become a dispute subject to the dispute resolution procedure.
5. The consumer must first contact the entrepreneur for complaints. If the webshop is affiliated with Kiyoh and the complaint cannot be resolved through mutual agreement, the consumer must contact Kiyoh. If no solution is reached, the consumer can have the complaint handled by the designated independent dispute committee, whose decision is binding. Both the entrepreneur and the consumer agree to this binding decision. There are costs associated with submitting a dispute to this dispute committee, which the consumer must pay. Complaints can also be submitted through the European ODR platform (<http://ec.europa.eu/odr>).
6. A complaint does not suspend the entrepreneur's obligations unless the entrepreneur indicates otherwise in writing.
7. If a complaint is deemed justified by the entrepreneur, the entrepreneur will either replace or repair the delivered products at no cost.

Article 15 - Disputes

1. The agreements between the entrepreneur and the consumer to which these general terms and conditions apply are governed exclusively by Dutch law, even if the consumer resides abroad.
2. The Vienna Sales Convention does not apply.

Article 16 - Additional or Deviating Provisions

Additional or deviating provisions from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in a manner that allows the

consumer to store them in an accessible manner on a durable data carrier.