



## Terms and Conditions of Speed Service, The Porsche 911 Specialist!

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*All prices mentioned in the General Terms and Conditions are exclusive of VAT, unless explicitly stated otherwise.*

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### Artikel I. Identity of the Entrepreneur

Entrepreneur:	Speed Service, The Porsche 911 Specialist!
Address:	Millenerweg 3, 6136 KW Sittard
Telephone number:	045-4812988 / 06-51264864
Date of establishment:	01-06-1999
Company description:	garage business
Legal form:	sole proprietor
Operator:	Mr O. Gelissen
CoC number:	14061965
VAT number:	NL001813947B38
EORI number:	NL156243660
IBAN:	NL27 ABNA 0889 3811 43
BIC:	ABNANL2A

## **Artikel II. General**

These General Terms & Conditions apply to all work performed and deliveries provided by Speed Service, The Porsche 911 Specialist! and to all work orders concluded with Speed Service, The Porsche 911 Specialist! concerning cars or parts thereof and other accessories.

## **Artikel III. Offers and conclusion of agreements**

- 1 All offers from Speed Service, The Porsche 911 Specialist! regarding prices/delivery times, are completely nonobligatory, indicative and non-binding, unless expressly stated otherwise in writing. Written quotes are valid for one month.
- 2 An agreement is established at the time that a work order is accepted in writing or electronically by Speed Service, The Porsche 911 Specialist!
- 3 Supplements to and/or amendments of agreements concluded, including cancellations of agreements concluded, shall only apply if and insofar as they have been laid down in writing by both parties.
- 4 In agreement, work may be included for which Speed Service, The Porsche 911 Specialist! depends on third parties. No price agreement can be made for this and therefore the prices apply as established at the time of the offer to third parties. The buyer is first informed of this before the work is carried out.
- 5 The quote may include work that can only be performed at an hourly rate. The buyer must agree a maximum amount with Speed Service, The Porsche 911 Specialist! before work commences, whereby upon achieving this amount Speed Service, The Porsche 911 Specialist! shall inform the buyer of this.
- 6 It may be necessary to first inspect the car before drawing up the final offer, if so this will be carried out at an hourly rate.

## **Artikel IV. Prices**

- 1 Price increases of parts resulting from changes to exchange rates, shipping costs or price increases by the supplier to Speed Service, The Porsche 911 Specialist! will be passed on to the buyer, including VAT.
- 2 Changes in duties, taxes and excise which take place during the agreement will be passed on to the buyer including VAT.

## **Artikel V. Time periods**

- 1 Stated delivery times are indicative and should never be considered as deadlines.  
In the event of late delivery, Speed Service, The Porsche 911 Specialist! must first be notified by written notice of default.
- 2 In agreement, a delivery period will be included, if the buyer is not able to meet all (partial) payments within this period, Speed Service, The Porsche 911 Specialist! is entitled at all times to modify or terminate the agreement.
- 3 If for any reason the agreement has been terminated, the car or parts must be collected within five days after termination of agreement, in which case all outstanding invoices must first be settled. After those five days, storage costs as mentioned in Article VI apply. 4.

## **Artikel VI. Delivery**

- 1 All cars or parts are delivered the address of Speed Service, The Porsche 911 Specialist!.
- 2 The buyer must collect the car or parts within five days after notification of the readiness of the car, or the availability of parts to them.
- 3 Before delivery, the amounts due under the agreement must first be paid in full.
- 4 In the event cars or parts are not picked up on time, Speed Service, The Porsche 911 Specialist! is entitled to charge storage fees. This amounts to €20 per day of storage for a car, parts are charged at €5 per day.
- 5 If the buyer cannot be reached by phone or in writing (equivalent to a confirmation by e-mail), it is also applicable that five days after sending a written notice, storage costs (for both a car and parts) will be charged.
- 6 If the buyer wishes to return specially ordered parts, a 25% return fee will be charged with a minimum of €50, whereby the shipping costs applicable at the time of return will also be charged.

## **Artikel VII. Payments**

- 1 Speed Service, The Porsche 911 Specialist! shall be entitled at all times to require advance payment for parts included in the agreement.

- 2 A payment of 10% of the amount agreed upon in the contract must be made prior to commencement of the work.
- 3 The invoice for the advance payment must be paid before commencement of work.
- 4 Payments should be made in cash or by bank (incl. PIN). The right of set-off or suspension is excluded.
- 5 During the agreement, invoices will be sent in increments. If labour hours for €1,000 have been performed Speed Service, The Porsche 911 Specialist! will demand a payment of this within five days. If the buyer remains in default, the work will be stopped and the storage costs mentioned in Article VI will be charged.
- 6 In the event that the buyer does not meet one or more of the payment obligations on time or in full, the buyer shall be liable from the due date to pay Speed Service, The Porsche 911 Specialist! the statutory interest on all late payments per month or part of a month, with part of a month counting as a full month.
- 7 The buyer shall also owe the extrajudicial and judicial collection costs. Extrajudicial collection costs are all costs incurred by Speed Service, The Porsche 911 Specialist! to achieve collection. These costs are set at a minimum of 15% of the amount due with a minimum of €50.
- 8 If the buyer does not meet the payment obligation in time or in full, Speed Service, The Porsche 911 Specialist! has the right of lien, in addition to the right to charge storage fees. (The right that processed items can be held by the processor/contractor until obligations are met).
- 9 All products supplied by Speed Service, The Porsche 911 Specialist! remain the property of Speed Service, The Porsche 911 Specialist! until the customer has fulfilled all of the following obligations under all agreements concluded with Speed Service, The Porsche 911 Specialist!. The customer is not authorised to pledge or in any other way encumber the products falling under the retention of title.  
If third parties seize the products delivered under retention of title or wish to establish or assert rights to them, the customer is obliged to notify Speed Service, The Porsche 911 Specialist! as soon as can be reasonably expected.

#### **Artikel VIII. Force Majeure**

- 1 Speed Service, The Porsche 911 Specialist! shall not be bound by any obligation if Speed Service, The Porsche 911 Specialist! is prevented from doing so due to a circumstance that is not the fault of Speed Service, The Porsche 911 Specialist! (including the failure of suppliers to deliver or deliver on time to Speed Service, The Porsche 911 Specialist!).
- 2 Speed Service, The Porsche 911 Specialist! is, in the case of permanent force majeure, entitled to terminate the agreement with the buyer out of court by means of a written statement. In case of temporary force majeure, Speed Service, The Porsche 911 Specialist! is entitled to extend the time period of the agreement by the time with which the temporary force majeure applies.

#### **Artikel IX. Personal Registration**

- 1 If there are any changes in the buyer's contact information including address, phone or e-mail during the term of the agreement they must immediately inform Speed Service, The Porsche 911 Specialist! after making the change.
- 2 The information provided by the customer will be included in the customer database of Speed Service, The Porsche 911 Specialist! This database also contains the data necessary for processing orders, such as order, delivery and payment data.
- 3 Speed Service, The Porsche 911 Specialist! complies with the obligations arising from the General Data Protection Regulation (GDPR). Speed Service, The Porsche 911 Specialist! will ensure that appropriate technical and organisational measures are taken to secure the customer's personal data against loss or any form of unlawful processing.

#### **Artikel X. Work**

- 1 Replaced materials or materials which are no longer used when restoring the car will only be made available to the buyer if they explicitly want this and have informed Speed Service, The Porsche 911 Specialist! in advance. These materials must be picked up by buyer within one month of disassembly.  
If the buyer is in default, €5 storage costs per day will be charged.
- 2 For warranty on the work performed, Speed Service, The Porsche 911 Specialist! applies the warranty provisions of the supplier of the assembled parts to Speed Service, The Porsche 911 Specialist!. The provisions as stated in Article XII apply to labour.
- 3 If during the work, force majeure results in additional tasks, Speed Service, The Porsche 911 Specialist! is entitled at all times to modify the agreement. The buyer will be informed first.

**Artikel XI. Warranty and Liability**

- 1 Warranty on work carried out is valid for three months after delivery, with the exception of bodywork, on which a warranty is only given if this guarantee is expressly included in the agreement by Speed Service, The Porsche 911 Specialist!
- 2 If a part is replaced or work is carried out within the warranty period, you will receive the same warranty period again.
- 3 Warranty conditions will immediately expire if it appears that work has been carried out on the part in question by the buyer or third parties after delivery.
- 4 Complaints must be reported in writing within 14 days after the complaint is discovered or reasonably could have been discovered. If the buyer fails to do so, they will be deemed to have accepted the parts or work.
- 5 If so far on Speed Service, The Porsche 911 Specialist! is liable for any reason whatsoever, this liability shall at all times be limited to the amount at which Speed Service, The Porsche 911 Specialist! is insured.
- 6 Within motor sports, involving racing and rally activities, with or without a competitive element, it is customary to seek extremes and put extreme and/or excessive strain on cars and components, any warranty is explicitly excluded by Speed Service, The Porsche 911 Specialist! for supplied and fitted parts, both new and used, which by their nature are intended for racing/rally use.  
Under 'by their nature are intended for racing/rally use' includes, in any case, parts which are also intended to increase the speed, performance, roadholding and/or power of a car. The exclusion of warranty and liability as referred to in this paragraph shall also include the work involved in fitting the parts referred to here. As far as the supplier/manufacturer of the parts has a warranty and/or provides replacement parts, free of charge or not, to Speed Service, The Porsche 911 Specialist!, this warranty and/or replacement parts will be passed on by Speed Service, The Porsche 911 Specialist! to the customer as such under the same conditions, subject to the work involved in replacement.

**Article XII. Applicable law**

- 1 All deliveries and work by Speed Service, The Porsche 911 Specialist! shall be governed exclusively by Dutch law.
- 2 These conditions are filed with the Chamber of Commerce in Limburg.
- 3 In the event of a dispute, only the competent court in the district of Maastricht will take cognisance of the dispute.