



# General terms and conditions of sale

*(Last change: 26/10/2020)*

The present general terms and conditions are applicable subject to changes that the parties can make after expressly in writing and mutually agreed.

## **1. Identity**

We are ATB BV. Via the website [tirecoach.eu](http://tirecoach.eu) we offer an online selection of our products. In addition to the website, we can also be found physically at the following address: Kerkstraat 90, 9120 Vrasene, Belgium. We develop our activities under the company number 0415.215.428 and VAT number BE 0415.215.428.

## **2. Definitions**

- a) ATB: That's us. The legal entity A.T.B. BV or simply A.T.B. or ATB.
- b) Customer: Any natural or legal person who for whatever reason enters into a contract with ATB.
- c) Products: All goods sold by ATB via the website [tirecoach.eu](http://tirecoach.eu) or from the physical location in Vrasene.
- d) Services: All services that ATB offers via the website [tirecoach.eu](http://tirecoach.eu) or from the physical location in Vrasene.

## **3. Applicability**

These General Terms and Conditions are exclusively applicable to and part of every offer from A.T.B. BV and to every agreement between you and us. In addition to these General Terms and Conditions, additional conditions may apply to certain products and services. We will of course indicate that clearly and unambiguously. Are there any differences between the general and additional conditions? Then you can start from the additions. Unless we indicate otherwise, of course. The customer can only deviate from one or more provisions if we both agree. We immediately put that in black and white. To be clear and unambiguous off course . The terms and conditions of the customer do not apply , unless A.T.B. indicates that this is so. ATB may at any time amend or supplement the General Terms and Conditions for future orders. The amended terms and conditions are binding from the date we indicate. Would you like to read the General Terms and Conditions again? We understand that. That is why you can always request them for free. Please send an email to [invoicing@atb.eu](mailto:invoicing@atb.eu) or visit our website [tirecoach.eu](http://tirecoach.eu) . By using our website or placing an order, you agree to the Terms and Conditions. This also means that you agree to all rights and obligations as stated on our website [tirecoach.eu](http://tirecoach.eu) . These General Terms and Conditions apply to all our customers.

#### **4. Quotations and offers**

All our quotations and offers are without obligation. Unless we have set a term for acceptance in the quotation. A quotation or offer expires automatically when we no longer offer the ordered product or service. Do you not sign the quotation within 30 days? It will then also expire. A quotation is one-off. You cannot therefore assume the same agreements for future agreements.

If there are errors in the quotation as a result of a mistake or clerical error, you cannot pin us down. Sorry, but then that's a mistake and we try to avoid this in the future!

All prices in a quotation or offer are VAT excluded. Other government levies and the costs that come on top of the quotation are also excluded. By this we also mean travel, shipping and administration costs: they are not included. Unless we indicate otherwise, of course.

Do you not agree with all parts in the quotation? Then we have no agreement. Unless we indicate that it is.

We do not like half work, so we do not fulfill part of the agreement at part of the agreed price. Offers or quotations do not automatically apply to future orders.

We put everything in black and white, so our agreements are only concluded in writing.

The photos on the website largely correspond to our services and products. Does an image or feature differ from the actual product? Then we are not liable.

Unfortunately, you cannot return products or product quantities that have been specially purchased for an order.

Do we deliver on account? In that case, we assume that you will keep us informed about material changes at the CBE or your group structure and financial position.

#### **5. Acceptance of the order**

Each order is only valid after confirmation by our administration in Vrasene, Belgium.

#### **6. Shipping - Transport**

Our prices are Departure Vrasene (ex. Works), unless stated otherwise on the quotation and on the order confirmation. Transport of the goods takes place at the risk of the customer, even with carriage paid delivery.

The quantities stated on the consignment note or delivery note count as delivered quantities.

Returns to our address must be free, unless otherwise agreed by the parties.

#### **7. Delivery : Terms, execution and modification**

The orders will be executed in order of reception.

We ship the order to the address you provided when you placed the order. This can be done via the [tirecoach.eu](http://tirecoach.eu) website, on the quotation or on the order.

We deliver orders that are in stock as soon as possible.

We do everything we can to always deliver within the stated delivery period. Sometimes this does not work unfortunately. The terms that we have set in the agreement are therefore without obligation and are only mentioned for information. Can we not comply with this? Then this does not give you the right to dissolve the agreement or to claim compensation and interest. We therefore decline any responsibility for late delivery. If we think we are not meeting the delivery date, we will of course let you know as soon as possible and we will look for a solution together.

Would you like your order to be delivered in a different way than through our delivery options and couriers? No problem. In that case the shipping costs and administration are for your own account. Does your order have to be shipped abroad? Then we are happy to discuss this with you. We always do shipments abroad ex works.

Sometimes we cannot deliver your entire order in one go. Fortunately, in such a case we have the right to deliver products in different parts.

We bring your order where you want, do you ensure that there is enough space for the delivery? In addition, it is important that we can reach the place properly. In some cases the products have to be stored. This is done at your risk.

Is there a deviation in the delivery, quantities or specifications? Together we will find a solution. In that case you still have to pay the invoice.

As a customer, do you refuse products or services, or do you not meet your delivery agreement? We think that's a shame. In that case, ATB has the right to terminate the agreement with immediate effect. Or to have direct access to the products. We can recover the damage and / or costs incurred by this situation from the customer. Think of transport costs and storage costs.

## **8. Contract duration, suspension, dissolution and (early) termination of the agreement**

At ATB we can always postpone delivery or terminate the agreement at a time when we wish. In that case, we will not pay any compensation. Of course we don't do this just like that, but it can occur if:

- a) You do not, not fully or not on time fulfill the obligations under the agreement.
- b) After the conclusion of the contract, we believe that you cannot meet your obligations.
- c) You have been asked to demonstrate that you can meet your obligations under the agreement, but we have received little or no evidence of this.
- d) Due to delay on your part, we can no longer meet the agreements made.

ATB may also terminate the agreement with immediate effect if it is impossible for ATB to deliver. Will the agreement be terminated? Then we can immediately claim our claims. We reserve our claims as set out in the Law and in our agreement. Do we have an agreement for an indefinite period? Then we can cancel the agreement with a notice period of 30 days. But of course you can too. Unless we have agreed otherwise in advance. If we have a contract for a definite period of time, then only ATB can cancel, with a notice period of 14 days.

If we cancel the agreement prematurely, we will of course discuss the tasks still to be performed. Is the cancellation attributable to you? Then the costs are for your account.

We hope not, but you may find yourself in dire straits. This includes liquidation, (application for) suspension of payments or bankruptcy, seizure, debt restructuring or any other circumstance as a result of which you no longer have free access to your assets. In such a case we may terminate our agreement with you immediately or cancel an order or agreement. We are not obliged to pay you or to pay any compensation or compensation. In such a case, our claims against you are immediately due and payable.

Do you (partially) cancel a placed order? Then we will invoice you for the ordered or prepared products. This also includes any removal and delivery costs and the reserved working time.

## **9. Payment and collection costs**

Our invoices are payable in Vrasene 15 calendar days after the invoice date, unless stated otherwise on the quotation and order confirmation.

In the absence of payment within the set term, an interest of 1% per month from the invoice date is due on the invoiced sum by operation of law and without any reminder. In addition, and always in the event of lack of payment on the due date, the principal amount due will be increased, by operation of law, without any reminder, by a fixed indemnification of 20% of the contract value by way of compensation, without prejudice to the usual default and legal interest and any court costs. In the event of late payment, we may reclaim the goods by operation of law and without notice of default, by mere notification of our will by registered letter to the buyer, who will then no longer be able to oppose the taking back of the goods.

We will be entitled to a lump sum equal to 20% of the contract value as compensation. Value added tax or any other duty or tax is borne by the buyer.

Do we owe you an amount? Then we may offset this against any amount that we still owe you. Unfortunately, this is not possible the other way around.

Do you object to the amount of an invoice? Then you still have to pay, as long as we have not decided yet.

Are you not fulfilling your obligations to us or not on time? Then all costs we incur to still receive the amount will be for your account. Also any legal costs, if we need a lawyer for this, for example.

Order on account? Which can. But only with our approval. We determine the payment term. We can change these if we want, this also includes setting up payment in advance.

We may investigate your creditworthiness at any time. Of course we always adhere to the law. Based on the outcome of such an investigation, we can impose additional conditions on you. Consider, for example, bank guarantees.

ATB may change credits and payments on account afterwards. We do not need to give a reason for this.

In the context of an insurance contract, we are also obliged to report every unpaid invoice to COFACE. In case of non-compliance with the payment conditions, further actions will also be taken by this external party.

### **Buying on credit**

If you are allowed to order on account from ATB, use the identifiers assigned to you such as account name, password or other codes with every order. ATB is never liable for loss, theft, misuse or incorrect use of these identification means. You report this immediately to ATB.

You know that ATB cannot guarantee the security of the internet, however much we would like to. You also know that data that you send to us could be intercepted by means of identification and falsified by others.

### **Payments in case of partial protest of the invoice**

Only the written protest (by registered letter or e-mail) of an invoice can be accepted as a protest. Any non-payment of the protested invoice can only refer to the protested part of the invoice. The amount that is not subject to protest will therefore be paid without any delay. All rights will therefore remain on this non-protested part and (if necessary) interest and reminder costs will continue to apply and be charged.

## **10. Compensation**

A.T.B. BV reserves the right at all times to set off the amounts owed by it with the amounts owed to it by suppliers / customers, regardless of the circumstances of the counterparty.

## **11. Retention of property**

The products we supply will remain ours until you have fulfilled all the agreements we have made. Think of the payment, interest or other costs.

Is a product that we have delivered under retention of title? Then you may not resell this product or use it as a means of payment. You may also not give it as collateral or have another right to a product established.

We assume that you as a customer do everything in your power to secure the property rights of ATB. This means that you store the products that are subject to retention of title in such a way that they are still recognizable by ATB. In this case, you may not remove, damage or obscure identifying marks on the product or packaging.

If, for whatever reason, your assets or products that we have supplied under retention of title are seized, you as a customer must inform us. Are you unable to meet your payment obligations? Then you are obliged to return the products that are still ours to us at your own expense.

Do you manage products belonging to ATB? Then you are obliged to insure this against fire, theft, explosion and water damage. We also want to see the policy just to be sure. We are entitled to our tokens when an insurance payment is made. And if necessary, we naturally expect you to cooperate. If we want to use the proprietary rights explained in this article, we expect to get permission from you. This includes telling us where the products are and giving us access to that place.

Unless otherwise agreed in writing, the molds and / or all other production tools, designed and / or manufactured by / for us, remain our property, even if the price has been charged. If these production tools are not put into production for five years, we reserve the right to destroy these tools without prior notice.

## **12. Storage of goods**

Goods that have been deposited with us by a customer for repair or any other manipulation must be collected within a reasonable period of time after we have notified for collection. If not, A.T.B. BV can unilaterally decide to remove or destroy these goods. If the customer has explicitly indicated to keep the goods for a longer period of time, a storage cost will be charged for this in proportion to the volume and duration of the goods stored.

## **13. Prices**

Our price lists may be changed without prior notice; they are not quotations as every order remains subject to an agreement on our part. Our prices may be revised in the event of changes in customs charges, other duties, or fluctuations in exchange rates.

Prices are stated VAT excluded and (if applicable) excluded of other taxes such as the mandatory environmental contribution on new tires (Recytyre) if bought in Belgium by a Belgian entity.

Prices of goods are always Departure Vrasene (ex. Works), unless explicitly stated otherwise.

## **14. Guarantees, research and complaint period**

All products that we supply to you work as you can reasonably expect. As long as you use them for what they are intended, of course. The warranty that we explain in this article applies to products used in Belgium. Do you use the products outside of Belgium? Then we can impose different warranty and other conditions.

The warranty we mention in this article is the manufacturer's warranty provided by the manufacturer of the product. Unless we have agreed otherwise together.

Are you using the product incorrectly? Then the warranty will expire. This also applies if you use the product after its expiration date, store it incorrectly or not properly maintain it. Even if there are circumstances beyond our control, we unfortunately cannot offer you a guarantee. Consider, for example, extreme weather conditions.

We expect you as a customer to examine the products that we bring to you, to see if everything we have agreed is correct.

Are there visible defects in the products you receive from us? Then you must report this to us within 3 working days. Please do this in writing and in as much detail as possible. Invisible defects must be reported in writing within 5 working days. Are you not doing this? Unfortunately, this is no longer possible at a later time.

Are you reporting a defect in your product (s) on time? Then you still have to pay. Of course we are going to do everything we can to solve the problem. Are you not making a timely notification? Then we assume that you accept the products.

Is your report too late? Unfortunately. Then you are no longer entitled to repair, replacement or compensation.

Do we agree that your product is not working as you might expect and have you reported this in time? Then we will replace the returned product as soon as possible after we have received the return shipment. If we cannot replace or repair the product, we will reimburse you.

Does your complaint appear to be unfounded? Then the costs we have incurred for research are for your account.

If the warranty period has expired, all costs for repair or replacement are for the customer. This also applies to administration, shipping and call-out costs.

Have we made or purchased a product or material especially for you? Then we will never take this back.

If you have caused damage to a returned product yourself, we will not take it back. You will have to pay the costs associated with this. A return shipment must be in the same condition as we delivered the product.

We do not accept any responsibility for any accident or damage, delay or interruption of service caused by defects, hidden or otherwise, in our products, or any manufacturing defect.

The claim for compensation can never exceed the amount of the delivered goods.

We reserve the right, even in the course of the execution of an order, to require any such financial or other security as we consider useful. Goods can only be submitted for warranty assessment if it can be demonstrated that they have met the requirements set during use. In case of claims, the returned goods will only be credited if the claim is accepted and for the percentage that can be claimed. If the claim is rejected for valid reasons (incorrect use of the goods, misleading or incorrect information when placing the order, ...), no compensation will follow and all costs incurred in connection with the warranty assessment will be borne by the applicant.

Goods that have already been destroyed by the customer before the warranty assessment can never be the subject of further warranty assessment.

All cases of force majeure entitle us to terminate or suspend the commitments entered into at our discretion, without any formality and without the purchaser being able to claim any compensation or compensation.

### **Guarantee / warranty products**

Goods presented for warranty assessment must be accompanied by: a copy of the purchase document to which the relevant goods relate. Clear, unambiguous photos of the affected goods with additional photos of the affected defect. Only after this first assessment can ATB continue in its assessment. Goods presented for warranty assessment cannot be destroyed. If this nevertheless happens before the procedure has been completed, then any form of guarantee will lapse and the procedure will be terminated completely. In this case, the necessary administrative costs (with a minimum of € 50) will be charged for the work already performed by ATB. Even in the event of a negative assessment of the warranty, all costs incurred on the part of ATB that relate to the warranty assessment will be charged (with a minimum of € 50).

### **Warranty on used tires .**

Used tires will always show signs of wear. Selection and inspection is done at ATB under strict criteria.

However, you do have a warranty on our tires under certain conditions.

a) Your tire is flat:

report within two days. If the tire is flat, it can be seen after one day. If you only report after 14 days that the tire is flat, this will affect the credibility and there could also be abuse. It is therefore advisable to check the tires at least once in the first two days. If you report the leak within two days, we can replace the tire.

b) A bladder on the side of the tire:

Report within 48 hours after the tire has been inflated . If there is any damage at the location of the bladder, the warranty will lapse. We check the tires for damage and test for blowing. We only replace the band if no damage is visible.

## **15. Returns**

Delivered goods can only be returned if not damaged, not used, unassembled, after written request and approval from ATB. We will credit you the purchase amount of the returned goods, minus 10% of the invoiced amount for handling and administration costs. The previously incurred service, processing and transport costs are not credited.

Costs for goods to be returned are for your account.

## **16. Liability**

Do we not keep the agreements we have made together? Then our liability is limited as we have indicated in this article.

Have you shared incorrect or incomplete information with us? Then we are not liable if this causes damage.

In all cases, our liability is never higher than the invoice value of the part of the order for which we are liable.

And our liability is never higher than the amount paid out by the insurer in that specific case.

We are only liable for direct damage.

What that is, direct damage? You can think of the reasonable costs to determine the cause and extent of the damage. Or the costs that you incur to have our defective performance meet the agreement or the costs that you incur to prevent or limit damage. This only applies if you demonstrate that these costs have led to a limitation of direct damage.

We are never liable for indirect damage. Indirect damage includes loss of profit, loss of goodwill, reputation, trade or contracts, lost savings and damage due to business interruption.

Are you insured yourself against the damage you have incurred? Then we are not liable.

## **17. Delivery and service**

The service and processing costs include administration, internal logistics, packaging materials, etc. and are costs that are charged in addition to the transport costs.

The rates are calculated as follows, when purchasing:

- 1 piece € 35
- 2 pieces € 30
- 3 pieces € 20
- 4 pieces € 15
- 5 pieces € 12
- 6 pieces € 10
- From 7 units € 0

The numbers that count the number of pieces relies on , are just the numbers of the purchased tires and rims . All by-products such as inner tubes, flaps, valves, etc. (this list is not exhaustive) are not included in the count. As well as any other article can be explicitly excluded from this count by ATB BV.

The transport costs are stated separately on your invoice and are separate from the service and handling costs.

All extra services that are not predetermined will be performed on a cost-plus basis at the applicable hourly rate. This is currently (until further notice) set at € 50 per hour (calculated per quarter started).

### **18. Transfer of risk**

From the moment we have delivered the products or services, ATB is no longer at risk. The risk is yours from that point on.

Can the delivery of the products not take place and is that your fault? Then you bear the risk. This applies from the original delivery date as we have communicated it to you.

Have we delivered the products or services to the address you provided? Then we no longer run any risk.

### **19. Force of the majority**

In the event of force majeure, we do not have to comply with our obligations towards you. We are allowed to do this as long as there is force majeure.

What exactly do we mean by force majeure? Each of our will be independent circumstance and / or unforeseeable circumstance whereby the fulfillment of our towards the customer is wholly or partially prevented.

That's legal for:

- a) strikes
- b) illness among staff
- c) fire, flood
- d) water damage
- e) wars and uprisings
- f) epidemics
- g) export and / or import restrictions
- h) malfunctions
- i) energy disturbances
- j) failures in a (telecommunications) network or connection or communication systems used and / or the website being unavailable at any time.
- k) non-delivery or late delivery by suppliers or other engaged third parties
- l) the lack of government permits.

### **20. confidentiality**

You may hear or see confidential information when entering into an agreement. If you reasonably suspect that this information is confidential, do not disclose it. We assume that you do not do this in any way and that you will keep this quiet for up to 2 years after the agreement.

There are a few exceptions to the duty of confidentiality:

- a) If you already owned or developed the information prior to receiving it from us. Unless you knew the information was confidential.
- b) If the information is already generally available or known at the time you receive the information.
- c) If you have obtained the information from another party, without violating the legal regulations on confidentiality.
- d) If the information must be disclosed according to a legal requirement. Even if you receive a request from a competent court or government agency, legal or self-regulatory body, you may share the information.

None of the parties issues press releases. This also means that you do not publicly tell about our collaboration without our consent. Unless you have to do so from a legally competent authority.



## **21. Jurisdiction**

Only the courts of Dendermonde are competent for all disputes. Belgian law is always applicable. Disputes are handled in Dutch.

Set-off can in any case be invoked by us.

All clauses, contrary to the above, and not accepted by us in writing, will not be opposable to us.

## **22. Divisibility**

If any provision in these Terms and Conditions is illegal, void or unenforceable for any other reason, then this condition will be severed from the Terms and Conditions. This does not affect the validity and enforceability of the other provisions. These remain in full force. The parties will do everything possible to replace any invalid provision with provisions that are in force.

## **23. Transfer of rights**

Do you want to transfer your rights and obligations under our agreement and these General Terms and Conditions to others? Then you need our written permission for this.

We can transfer all rights and obligations under our agreement and these General Terms and Conditions to others. Of course we will let you know.

## **24. Waiver**

We never waive our rights. Not even if we do not exercise or delay our exercise of our rights.

## **25. Intellectual ownership**

All intellectual property rights lie with us, our suppliers and other entitled parties.

What is that then, intellectual property? You can think of patent, copyright, trademark, drawing and design rights, methods and concepts.

As a customer you are not allowed to use our intellectual property. So don't make any changes. Unless it concerns private use of the product.

All designs, studies, sketches, plans, specifications, photos, printed matter, samples, samples, proofs and pilot products, etc... that are made available by our agents, representatives or our staff, even in the case of special compensation, are and remain our property .

## **26. Documentation**

The photos and descriptions of our products in the documentation (both off- and online), which is sent to our customers or shown via the website / webshop, are only included for information and do not imply any commitment on our part. These images and descriptions may be subject to errors (eg: typo,...) and are not binding under any circumstances.

Er is ook een Nederlandstalige versie van dit document beschikbaar.

Vous pouvez obtenir un exemplaire des conditions générales en français sur demande.

Auf Anfrage erhalten Sie ein Exemplar in deutscher Sprache.