

RJ Trucks & Machinery B.V.
Kerkstraat 18 - unit 3
5154 AP Elshout (Nederland)
KvK: 99159619
BTWnr: NL868834233B01

RJ Trucks

& MACHINERY B.V.

GENERAL TERMS & CONDITIONS – RJ TRUCKS & MACHINERY B.V.

1. Definitions

Seller: RJ Trucks & Machinery B.V.

Buyer: any legal entity or natural person acting in the course of business.

Vehicles: used trucks, commercial vehicles, passenger cars, machines, trailers and related goods.

2. Applicability

These terms apply to all offers, agreements and deliveries by the seller. Deviations are only valid if agreed in writing.

3. Condition of goods

All vehicles are sold as-is / where-is. The seller provides no warranty of any kind, express or implied.

4. Inspection obligation

The buyer has the right to inspect prior to purchase. Failure to inspect is entirely at the buyer's risk.

5. Prices and payment

All prices are exclusive of VAT, duties and export costs. Full payment must be received prior to delivery.

6. Delivery and transfer of risk (EXW)

Delivery is EXW (Ex Works) seller's location. Upon full payment of the invoice, all obligations of the seller lapse and all risks transfer to the buyer.

7. Insurance

Any insurance taken out by the seller terminates upon full payment. The buyer is solely responsible for insurance thereafter.

8. Exclusion of warranty and return

No warranty applies. Returns, rescission or buy-back are excluded, including hidden defects.

9. Liability

The seller shall not be liable for any direct or indirect damages, including consequential loss, downtime or loss of profit.

10. Export

The buyer is fully responsible for export, customs, admission and regulations in the country of destination.

11. Governing law

Dutch law applies exclusively. Disputes shall be submitted to the competent court in the Netherlands.

Additional and strengthened provisions

Roadworthiness and admission

The seller provides no warranty whatsoever regarding roadworthiness, traffic safety, technical condition or admission of the vehicle or machine for public road use in any country or jurisdiction. The buyer is fully responsible for inspection, registration and approval.

Loading, transport and removal from premises

From the moment of full payment, loading, securing, transport and removal from the seller's premises are entirely at the buyer's risk and expense. The seller shall not be liable for any damage occurring during or after loading, securing, transport or departure, regardless of who performs such activities.

These provisions form an integral part of the general terms and conditions.