

## GENERAL CONDITIONS FOR AUTOGLAS CONCURRENT

### CONTENTS:

- Article 1 - Identity entrepreneur
- Article 2 - Payment and guarantee
- Article 3 - Right of ownership
- Article 4 - Validity of prices
- Article 5 - Liability when moulding, rubber and/or clips are not ordered
- Article 6 - Damage vehicle
- Article 7 - Car window replacement in case of rainfall
- Article 8 - Metal fatigue and corrosion
- Article 9 - Damage caused by kit/glue to roof skies or A-pillar(s)
- Article 10 - Returns
- Article 11 - Disputes

### ARTICLE 1 - IDENTITY ENTREPRENEUR

Entrepreneur's name:	Autoglas Concurrent
Branch address:	Drie Stellingenweg 45, 8431 GN Oosterwolde, Netherlands
Telephone number:	<a href="tel:+3120850270055">+31 (0) 85 027 00 55</a>
E-mail address:	<a href="mailto:service@autoglas-concurrent.nl">service@autoglas-concurrent.nl</a>
Chamber of Commerce number:	90409590

### ARTICLE 2 - PAYMENT AND GUARANTEE

Payment is made in advance.

- Products are delivered only after receipt of payment.
- If a car window or rubber/moulding is replaced in the workshop, the right of retention applies. This means that the car is not returned until full payment has been received. If the car is not picked up on the agreed date, Autoglas Concurrent is entitled to charge €50.00 storage costs per day.
- If a windscreen or rubber/moulding is replaced on-site, full payment is made before the work begins. If the mechanic arrives at the agreed address and full payment is not made before the start of the work, the mechanic will leave undelivered and the customer will be obliged to pay a €100.00 charge for unnecessary call-out costs.

On-site cash payments are not possible. Check here for all available [payment methods](#).

The work carried out and the quality of the car window are guaranteed for 4 years. The guarantee is not transferable in the event of a change in the name of the vehicle. The guarantee is void if a vehicle is washed within 48 hours after the car window is replaced.

Upon delivery of the car window and insofar as it is not replaced by our mechanics, you should check the car window for any (transport) damage such as scratches and/or window breakage. Any (transport) damage must be reported immediately to the mechanic or delivery person. If you notice any form of (transport) damage on the car window after the mechanic or courier has left the delivery address, no guarantee can be given.

### **ARTICLE 3 - RIGHT OF OWNERSHIP**

Until the invoice amount has been fully paid, the goods delivered and/or installed remain the property of Autoglas Concurrent and/or its cooperating partners. Autoglas Concurrent and/or its fitting partners may, without notice, take back, remove or render unusable the goods delivered and/or fitted, as long as the goods and/or services have not been paid for in full. You explicitly agree that if the delivered and/or installed goods are seized, removed or rendered unusable by Autoglas Concurrent, you are not entitled to a refund of the monies already paid and are not entitled to replacement goods.

### **ARTICLE 4 - VALIDITY OF PRICES**

The prices on this website are subject to availability at the cheapest supplier for the respective product. If a car window is no longer in stock at the supplier in question, you will be offered a new offer based on the price of another supplier. You have the possibility to cancel your order and do not have any payment obligations until your order has been delivered and possibly installed.

### **ARTICLE 5 - LIABILITY WHEN MOULDING, RUBBER AND/OR CLIPS ARE NOT ORDERED**

Some car windows also require the moulding and/or rubber to be replaced, as well as any clips. Autoglas Concurrent indicates this at the respective car window by means of the recommended items. If you do not order these recommended items with your car window, this is entirely at your own risk. The old mouldings, rubbers and/or clips cannot always be reused. The car window will then be installed without new or reusable mouldings, rubber and/or clips. In this case you remain obliged to pay for the new car window and the installation. Since this website is still under construction, not all mouldings, rubbers and/or clips are listed as recommended items for the car window in question. In this case, our collaborating partners will draw your attention to the fact that a new moulding, rubber and/or clips are also necessary when replacing your car window. If you do not want to order this new moulding, rubber and/or clips despite our advice, this is entirely at your own risk. Autoglas Concurrent and its collaborating partners cannot bear the additional costs for a new moulding, rubber and/or clips under any circumstances.

### **ARTICLE 6 - DAMAGED VEHICLE**

By accepting these general terms and conditions you declare that the car from which the car window must be replaced is not a (former) damaged vehicle. If you do have a damaged vehicle in which, for example, the construction, A-pillar(s) and/or the roof have been deformed or are deformed, then Autoglas Concurrent and its partners cannot give any guarantee on leakage. There is also a risk that if damage to the construction, A-pillar(s) and/or the roof has been repaired, it has not been exactly restored to its original condition and the new car window is placed under tension in the construction. In this case there is a risk that a so-called tension crack will occur in the car window. No guarantee can be given on this.

If, for example, damage to the construction, A-pillar(s) and/or the roof has brought moisture to the electronics, Autoglas Concurrent and its collaborating partners accept no liability whatsoever for the malfunctioning or improper functioning of the electronics. If you do have a (former) damaged vehicle and nevertheless have a new car window installed, this is entirely at your own risk.

### **ARTICLE 7 - CAR WINDOW REPLACEMENT IN CASE OF RAINFALL**

If the car window is replaced at your location, the mechanic and the car should be in a dry place during rainfall to ensure the quality of the car window replacement. If there is moisture between the sealant or adhesive and the windscreen and/or the construction, the sealant or adhesive may not adhere optimally and leakage may occur. If you do not have a dry workplace (nearby) in case of rainfall, such as a (parking) garage, carport, viaduct, bridge or any other form of roof, the car window cannot be replaced. In this case a new appointment will be made to replace your car window. Autoglas Concurrent and its collaborating partners cannot accept any liability for any (financial) damage if the windscreen replacement cannot take place due to rainfall.

#### **ARTICLE 8 - METAL FATIGUE AND RUST FORMATION**

Although the collaborating partners of Autoglas Concurrent take great care when disassembling and installing your car window, in rare cases parts of your car, such as a wiper arm, nuts or bolts, may break due to metal fatigue or severe corrosion. Autoglas Concurrent and its collaborating partners cannot be held liable for this. In the event of rust formation in the construction, the sealant or adhesive cannot (properly) adhere, therefore, in the event of rust formation in the construction, no guarantee can be given for any leakage.

#### **ARTICLE 9 - DAMAGE CAUSED BY KIT/GLUE TO ROOF SKIES OR A-PILLAR(S)**

If your car window has already been replaced, there is a chance that the previous mechanic did not apply the sealant or adhesive properly and/or straightly, as a result of which it (also) adheres to the roof skies or the A-pillar(s) on the inside of your car, instead of only to the construction of your car. When disassembling your car window, the old sealant or adhesive must be cut through, also at the place where the old sealant or adhesive has become attached to the roof skies and/or the A-pillar(s). If this causes any damage to the roof skies and/or the A-pillar(s) at the place where it was attached to the sealant or adhesive, Autoglas Concurrent and its collaborating partners will not be liable in any way.

#### **ARTICLE 10 - RETURNS**

Car windows can be returned under the following conditions:

1. The windscreen is completely undamaged.
2. No primer or sealant/adhesive has been applied.
3. The car window is clean.
4. The product stickers applied to the windscreens may not have been removed.
5. Window rubbers, mouldings and/or clips cannot be returned.
6. The costs of returning a car window are entirely at the expense of the customer.
7. The processing costs of the return of 15% will be deducted from the purchase amount to be credited.
8. A return must be presented to the address of our partner who delivered the car window.
9. Returns will not be picked up, unless expressly agreed.
10. The liability for any damage during the return lies entirely with the customer.

#### **ARTICLE 11 - DISPUTES**

Dutch law applies to all agreements and other legal relationships with Autoglas Concurrent. Any disputes will be submitted exclusively to the competent court in the Netherlands, without prejudice to the possibility of appeal and appeal in cassation. If Autoglas Concurrent is the claimant, it is also entitled to submit the dispute to the competent court.