

Terms of Trade

www.web-parts.com is owned by

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GENERAL

www.web-parts.com (WP) is an internet-based public market place that allows business customers (Customers) to trade spare parts for primarily agricultural machinery (Products).

WP acts solely as an intermediary and does not sell. It is the dealer (Seller) and not WP who supplies the goods. Seller is responsible for the sale and is the Customer's actual contracting party.

On www.web-parts.com the Customer finds a wide range of spare parts from leading manufacturers and dealers. WP serves as a link between potential buyers and sellers and manages tasks relating to the ordering and payment of Products. All conditions regarding delivery, complaints and possible return of products are handled by the Seller who has offered the Product on the WP.

WP markets the Products on behalf of the Seller and any relationship relating to the performance of the Agreement will be a matter between the Customer and the Seller who has put the Product for sale on WP.

Thus WP cannot be held liable for delays, deficiencies or other delinquency. When placing an order the Customer will receive information about the identity of the Seller together with the order confirmation. All information about a product comes from the Seller - not from WP. WP is not responsible for and does not guarantee performance nor appliance for a particular purpose of the product.

The following sales and delivery terms apply to all deliveries from WP. The terms apply in the absence of any other written agreements between Buyer and WP.

SELLER'S OBLIGATIONS

The material displayed on WP is for information only. WP encourages the Seller to expose careful and precise information and the Seller should follow good practice in assessing the suitability of the Products. WP is unable to verify the information provided by the Seller for each product. The spare parts shown are to be considered as an invitation to make an offer, and an agreement to deliver a Product is only concluded when the Customer receives an order confirmation. The following is subject to sold out products.

Therefore all the information given cannot be perceived as insured properties of the product unless a special agreement is reached. All content, including text, graphics, software and other material on the site, as well as the setup and processing of such content, is owned by WP and is protected by the Danish Copyright Act. Any use, including distribution, publication, reproduction, display or other use of the content on the site, is permitted only with WP express written permission.

REGISTRATION AS A CUSTOMER

In order to gain access to purchase of Products on WP, the Customer must provide contact data and other personal information by completing an online registration form and accepting to be subject to this agreement.

WP saves the information the Customer indicates so that the Customer can use the site without having to enter that information again. Only people who are registered can be users of the site. When the Customer signs up as a user, the Customer warrants that the information provided is true and accurate, and that the Customer will immediately update any changes in the information given on the website.

WP has the right to refuse future use of the site on valid grounds in the suspicion that the information is incorrect, inaccurate or incomplete, or if the Customer does not comply with the terms and conditions of this User Agreement.

As part of the registration process, the Customer will be prompted to choose a username and password. It is the Customer's responsibility to protect username and password and notify WP by email (mail@web-parts.com) in case of knowledge or suspected unauthorized use of username and password. Until WP receives such notification, the Customer is responsible for all use of username and password.

ORDERING PRODUCTS

WP is open 24 hours a day, so you can almost always shop. However, we may close the store due to maintenance. You can only make purchases when the store is open and available.

You choose the items you want to buy and put them in the "shopping cart". You can right up to the actual ordering date correct in the contents of the shopping cart, and you can check the content and the price of the goods on a regular basis.

Any additional payments such as shipping will only be calculated immediately before you are ready to pay. When you are ready to order, click on "check out" button where you enter your name, address, email, phone number, payment form and choose delivery form.

You can change your content in the shopping cart until you confirm your purchase by accepting and completing the payment. Then your order goes to the reseller via www.web-parts.com.

The money will be deducted from your payment card when the item is shipped from the store.

OFFERS, PRICES AND PAYMENT TERMS

All prices on WP are stated exclusive VAT, taxes and shipping costs. The customer is responsible for paying taxes, etc. in connection with import of Products. In this connection the Customer has been advised that

the Product is shipped from the Seller. Prices are quoted as cash sales. Payment must be available to WP before WP informs the Seller that delivery can be made.

RECEIPT FOR BOOKING AND ORDER REQUIREMENTS

Each time you order a product through WP, we send a receipt to you as a customer and an order to the Seller you buy the item from. The Seller packs your item and sends it to you. If an invoice is requested for the goods ordered, this must be requested from the Seller.

DELIVERY TIME AND TRANSPORT

Delivery of goods from WP is considered delivered when Customer has received the goods. All orders are shipped with DHL unless otherwise agreed between Seller and WP. This means that the goods will be sent within a maximum of 5 days after receipt of the order. The stated delivery date is indicative and may therefore be changed.

RETENTION

If the customer is granted a credit, WP retains ownership of the Products until the Customer has paid the full amount to WP under the agreement. Until the products are fully paid, the Customer undertakes to keep the goods secure and insured against all risks.

DELIVERY

Unless otherwise agreed, Seller delivers the products to the Customer's address. The stated delivery times are based on information from Seller, and the Seller is responsible for any delayed delivery. WP cannot be held liable for any delays caused by circumstances beyond WP's control, including conditions at Seller.

RETURNS

The Customer has the right to return Products. The return must be agreed with the Seller and the goods must be at the Seller's disposal within 14 days of dispatch. The return is subject to the Product being returned in the same condition as it was received, and if the Product is received in original packaging, do not break it.

Return rights can only be exercised by returning the Product to the address that the Customer receives with the Product.

Conditions relating to the return of Products are furthermore a matter between the Customer and the Seller and, if the Customer does not receive the refund for the Product returned, after return of the Product, this may only be required from the Seller. WP is not responsible for returning payment.

CANCELLATION

The Customer is not entitled to cancel ordered Products.

COMPLAINTS AND MISSING PARTS

NOTE: Because WP is not a party to the agreement, all claims must go through the Seller of the item. You can check on your order confirmation who is the contracting party. Alternatively, you can contact WP and we will set you into contact with the Seller.

The products will meet the specifications contained in the advertisement. No warranties are given, neither expressly nor implicitly in terms of suitability or durability.

In case of deficiencies the customer can either get a defective item repaired, exchanged, the money back or decrease in the price depending on the specific situation. Obviously, it is a requirement that the complaint is justified and that the defect has not arisen as a result of improper use of the product or other damaging behaviour.

The customer must immediately inspect the item upon receipt of the Products in order to ascertain whether the Product corresponds to the specifications under which the Product has been sold.

Any complaints must be sent to the Seller within 14 days of receipt of the Product. If the Seller approves the complaint, the Seller will, after the Seller's own choice, rectify the relationship, make delivery or pay back the price paid without charge.

Seller will not be liable for damage or loss as a result of defects or deficiencies in a product, including loss of earnings or other costs incurred by the Customer due to defects.

A complaint is a matter between the Customer and the Seller. WP will convey the contact, but has no responsibility for defects in the Products.

DATA PROTECTION REGULATION

PROTECTION OF PERSONAL INFORMATION AND DISCLAIMER OF THESE

WP collects the Customer's personal information in order for the Customer to conclude a trade with WP at www.web-parts.com. The collection of the Customer's personal information occurs when the Customer approves WP Terms of Trade.

We collect the information below:

- Name
- Company name
- Address
- Email address
- Phone number
- Information about the Customer's purchase

WP makes the registration of the Customer's personal data for the purpose of delivering the item ordered by the Customer.

When collecting personal information through www.web-parts.com, WP ensures that it always happens with the Customer's explicit consent so that the Customer is informed of exactly what information is collected and why.

WHAT IS THE CUSTOMER'S INFORMATION USED FOR?

WP primarily uses the Customer's information to process and forward orders made on WP. WP also uses the Customer information in connection with marketing and competitions. In some cases, WP will also use the Customer's information for investigation on suspicion of fraud.

DO WE SHARE THE CUSTOMER'S INFORMATION?

Customers do direct deals with physical dealers on our platform www.web-parts.com. In order for Dealers to process and forward the Customer's order, the Customer's information is shared with the Dealers who will deliver the order.

Likewise, the Customer's information is shared with external distributors (including DHL and other freight agents) for delivery of the Customer's shipments and delivery information. This can be done via e-mail and telephone.

The information may be disclosed to parties, which WP believes may be of interest to the Customer. For example resellers of products and services that are related to the Products that the Customer has requested or viewed through WP.

The information is disclosed in accordance with applicable laws. By using WP, the Customer agrees that WP (the data controller) collects, transfers, stores and uses the Customer's personal information on servers located with third parties as further described in WP Privacy Policy.

The data controller is COO Jeannette Krogh.

We do not store Customer information encrypted.

We do not transmit Customer information encrypted.

We do not register any personal sensitive information.

See also our privacy policy at www.web-parts.com.

When registered with WP, the Customer is always entitled to object to registration. The Customer also has the right to understand what information is registered about the Customer. These rights are subject to the Personal Data Act by the Customer. Please contact WP by e-mail at mail@web-parts.com.

DISCLOSURE

Agreements (purchase orders) can be concluded in English and will be stored by WP for 5 years. It is not possible to access agreements subsequently via the WP website. If the Customer wishes to receive a copy of the agreement, the Customer must request one by e-mail to: mail@web-parts.com.

LIMITATION OF LIABILITY

WP is not involved in the transaction itself regarding the delivery of the Product, and this relationship is only a relationship between the Customer and the Seller. WP assumes no responsibility for the Products purchased by the Customer using WP.

The description of the Products is provided by the Seller, so WP cannot guarantee the accuracy of the ads, the quality, the safety or the legality of what is offered.

WP also does not guarantee continuous or secure access to WP. As a result, WP expressly disclaims to the extent permitted by law all warranties, deposits and terms, express or implied, including quality,

merchantability, commercial quality, durability, fitness for a particular purpose, and the provisions of the law.

WP is not liable for loss, whether it is money (including profit), goodwill or reputation or other special, indirect or consequential damages that may arise as a result of the use of our website and products, even if the Customer notifies WP thereof, or where WP could reasonably predict the possibility of such damage.

In the event that WP is found liable in spite of the preceding paragraphs, WP is solely responsible to the Customer or third party (whether this liability has been contractual, non-contractual, negligent, objective liability, law otherwise) to an extent that is limited to the total price the customer has paid for the Product prior to the case giving rise to liability or with a maximum of DKK 50,000.

FORCE MAJEURE

If a party's ability to comply with the agreement is deemed to be excluded under circumstances which are not such that, upon conclusion of the agreement, the party concerned should have taken them into account, such as by accidental destruction of all objects of the kind or party, in the event of war, fire, flood, ban, strike, riot or the like, the party is not liable to the other party, provided that the party concerned immediately informs the other party of the circumstances.

The performance of the agreement by the prevented party is suspended during the period in which circumstances exist, however, the other party shall be entitled to terminate the agreement in whole or in part if the circumstances persist for more than 30 days.

DURATION AND DISPOSAL

These terms and conditions come into force when the Customer accepts them and is valid until otherwise communicated. WP may at any time and in its sole discretion refuse access to WP for a Customer who does not comply with these terms and conditions or interfere with other users or the site itself.

LAW AND VALUATION

The agreement between WP and the Customer is governed by Danish law, and the proper jurisdiction at first instance will be the court in Randers, Denmark. This applies irrespective of international rules on the choice of law and jurisdiction implemented in Danish law.

GENERAL

These Terms and Conditions and the other related terms specified on WP constitute the entire agreement between WP and the Customer and supersedes all prior agreements. If WP does not enforce any specific provision, this does not mean that WP has waived our right to do so at a later date.

If a court finds any of these terms invalid, the remaining terms will still apply. We may assign this agreement at our sole discretion in accordance with the following provisions regarding notification.

WP may update these Terms at any time so that the updates come into force next time the Customer buys a Product or after 30 days, whichever occurs first. No other amendment to this agreement will be valid unless it is made in writing.

The Terms of Trade has been updated 07-03-2018