

USER TERMS AND CONDITIONS APPLIED BY CONSOLIDATED MOTOR SPARES B.V.

1. AGREEMENT WITH THESE USER TERMS AND CONDITIONS

This website (not including sites to which reference is made) is managed by Consolidated Motor Spares B.V, a company established in Lelystad, the Netherlands ("CMS"). By accessing and visiting this website and browsing through it you agree with these User Terms and Conditions. If you do not wish to agree to these User Terms and Conditions, we kindly request you to cease visiting or using this website.

2. LINKS TO OTHER WEBSITES ("HYPERLINKS")

Links to third-party websites are solely included in this website for the convenience of users and do not imply that CMS approves or recommends the websites to which links are offered as CMS has no control of any kind on the content of such websites. CMS is hence not responsible for those third-party sites, nor is CMS responsible for the information they offer nor is CMS responsible for the links contained in those third-party websites.

3. GUARANTEE

CMS has compiled this website with the greatest possible care but makes no promise of any kind that it is free from inaccuracies, errors and/or omissions. CMS offers this website and all information it contains for visitors/users without any explicit or implicit guarantee and offers no advice concerning the specific use and/or suitability for any (repair/fitting) purpose, either for repair or maintenance, change and/or replacement of or for any (composite) product. You remain solely responsible for using this information. The content of this website does not form any kind of addition or amendment to any guarantee which may be applicable on the grounds of any contractual relationship or agreement between you and CMS.

4. SPECIAL PRODUCT PROPERTIES

The parts offered by CMS on the website from the CMS product assortment are unused and suitable on the basis of their OEM-specifications for full, technical use and mounting in composite end-products. Products which are fine or precision mechanical or electronic by nature may be sealed when leaving the factory to protect them against damage or negative influences caused by atmospheric circumstances. To ensure for the completeness of the products and product sets offered on the website and their auxiliaries, any auxiliaries required may also be shipped in sealed packaging.

5. LIABILITY

CMS is not liable for indirect damage, consequential damage or additional damage, including but not limited to loss of profits or loss of income, business interruption and/or data loss resulting from or connected with the use of, the inability to make use of, or using the content of the website or a linked website as a reference.

6. USER REACTIONS

If you provide us with information or other materials you agree to us making use thereof. CMS is in no manner bound to check the information to send to CMS' website. By sending information to us or reacting you consent to CMS using that information, publishing it, or amending it in a manner considered by CMS to be desirable.

7. APPLICABLE LAW AND CHOICE OF LEGAL FORUM

Dutch law applies to the User Terms and Conditions and to your use of the website. Any disputes which might arise from this or are in any manner connected with the use of this website shall be brought before the competent Judge of the District Court of the Central Netherlands.

8. AMENDING THE USER TERMS AND CONDITIONS

CMS retains the right to amend the User Terms and Conditions under which the website is offered at any and all times. When you visit this website, you are automatically bound to accept those amendments.

9. MISCELLANEOUS

When ordering products, the CMS-EU Consumer Terms and Conditions or the CMS-NON-EU-Residents Terms and Conditions or, for business customers, the CMS-B2B Terms and Conditions of Supply shall be applicable, which are referred to at the bottom of the homepage of this website. You may also download those Terms and Conditions as well as these User Terms and Conditions as PDF-files and retain them.