

# GENERAL TERMS AND CONDITIONS

## LEATHER REPAIR NLD

### 1. Definitions

In these general terms and conditions, the following definitions apply:

- **Leather Repair NLD:** Leather Repair NLD and its subsidiaries, based in Oosterhout, registered under KvK number 78191882.
- **Customer:** The party with whom Leather Repair NLD and its subsidiaries have entered into an agreement.
- **Parties:** Leather Repair NLD, its subsidiaries, and the customer together.
- **Consumer (B2C):** A customer who is an individual acting as a private person (not representing a company).
- **Business Customer (B2B):** A customer who operates in the course of a profession or business.
- **Services:** All services provided by Leather Repair NLD, including but not limited to leather restoration, plastic restoration, sticky button repairs, and related work.
- **Products:** All products provided by Leather Repair NLD, such as maintenance products and materials.
- **Aviation Sector:** Work carried out on aircraft, helicopters, or aviation-specific components.
- **Automotive Sector:** Work performed on cars, motorcycles, and other vehicles.
- **Maritime Sector:** Work carried out on yachts, ships, and other maritime vessels.
- **International Work:** All work performed outside the Netherlands, including transport, customs formalities, and regulatory compliance.

### 2. Applicability of General Terms and Conditions

- These terms and conditions apply to all offers, quotations, services, orders, agreements, and deliveries of services and products by or on behalf of Leather Repair NLD.
- For B2B customers, consumer rights such as the right of withdrawal do not apply.

- Leather Repair NLD exclusively applies these general terms and conditions; the customer may not apply their own terms.
- **Part 145 and Aviation Regulations:** Leather Repair NLD is not responsible for compliance with Part 145 regulations unless explicitly agreed upon in writing. The customer assumes full responsibility for approving materials and treatments used.
- Work performed in the automotive, maritime, and aviation sectors is carried out **without any liability for functional defects, certification requirements, or regulatory compliance.**

### 3. Offers and Quotations

- Offers and quotations are non-binding unless explicitly stated otherwise.
- A quotation is valid for 14 days unless otherwise indicated.
- Leather Repair NLD may revoke offers at any time for B2B customers, even after acceptance.
- For B2C transactions, modifications to an accepted offer can only be made in consultation with Leather Repair NLD.

### 4. Pricing and Payment

#### 4.1 Pricing

- All prices are in euros, excluding VAT and other levies, unless stated otherwise.
- Prices may be changed at any time by Leather Repair NLD.
- For B2B customers, the agreed prices in the quotation/invoice apply without exception.
- For B2C customers, price adjustments may be made due to legal changes (e.g., VAT increases).

#### 4.2 Payment Terms

- The payment term is **8 days** from the invoice date unless otherwise agreed.
- For B2B assignments, **payment must be made in advance** or according to agreed payment terms.
- For B2C assignments, the customer must pay **immediately upon delivery or after completion of the service.**

- If payment is not received on time, extrajudicial collection costs and **interest of 2% per month** will be charged.

## 5. Delivery and Execution

- Delivery takes place while stocks last.
- For **B2B customers**, the risk transfers to the customer as soon as the product is handed over to the carrier.
- For **B2C customers**, Leather Repair NLD remains responsible until the customer has physically received the product.
- **Delivery times are indicative and are not binding.**

## 6. Sector-Specific Liability Limitations

### 6.1 Leather Restoration

Leather Repair NLD is not liable for:

- **Color deviations, adhesion issues, or accelerated wear.**
- **Invisible damage** that only becomes apparent during restoration.
- **Shrinkage or hardening after treatment.**

### 6.2 Plastic Restoration and Sticky Buttons

Leather Repair NLD is not responsible for:

- **Breakage of internal mounting points due to aging.**
- **Loss of original symbols due to paint removal.**
- **Mechanical defects after restoration.**

### 6.3 Aviation, Automotive, and Maritime Sectors

Leather Repair NLD **excludes all liability** for:

- **Functional defects in restored parts.**
- **Non-compliance with aviation, automotive, or maritime certifications.**
- **Damage caused by interaction with restored surfaces.**
- **Loss of factory warranty on vehicles, ships, or aircraft.**

## 7. Warranty and Liability

- **B2B customers receive no warranty** unless explicitly agreed upon in writing.
- **B2C customers receive a 6-month warranty** on material and manufacturing defects, excluding:
  - **Wear and tear from normal use.**
  - **Chemical influences** (such as cleaning agents, silicones, or sweat).
  - **External damage caused by third parties.**
- Leather Repair NLD **is not liable** for consequential damage, loss of profit, or depreciation of an object.

## 8. International Work

- Leather Repair NLD is **not liable** for delays, customs formalities, or import restrictions.
- The customer is responsible for compliance with **local laws and regulations** for international assignments.

## 9. Complaints and Notices of Default

- **B2B customers must submit complaints in writing within 7 days.**
- **B2C customers have 2 months** to submit complaints in writing.
- The customer must provide **clear photographic evidence** of the complaint.
- Leather Repair NLD reserves the right to investigate the complaint and offer an appropriate solution; **no refunds are guaranteed.**

## 10. Force Majeure

Leather Repair NLD is not liable in the event of:

- **Natural disasters, war, strikes, or pandemics.**
- **Issues with suppliers or transporters.**
- **Legal or regulatory restrictions preventing delivery.**

In case of force majeure, the agreement **may be suspended or terminated without compensation.**

## 11. Applicable Law and Competent Court

- All agreements are **exclusively governed by Dutch law.**
- **Disputes will be settled exclusively by the court in Breda.**

## 12. Final Provisions

- Leather Repair NLD **reserves the right to amend these general terms and conditions** at any time.
- The most recent version is always available on the website and **applies to new transactions.**