

GENERAL TERMS AND CONDITIONS – LEATHER REPAIR NLD

1. Definitions

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

1. Leather Repair NLD: Leather Repair NLD and subsidiaries, located in Oosterhout under Chamber of Commerce no. 78191882.
2. Client: the party with whom Leather Repair NLD and subsidiaries have concluded an agreement.
3. Parties: Leather Repair NLD, subsidiaries, and the client together.
4. Consumer (B2C): a client who is also an individual acting as a private person (not on behalf of a business).
5. Business client (B2B): a client acting in the course of a profession or business.
6. Services: all services provided by Leather Repair NLD, including but not limited to leather repair, plastic repair, sticky button restoration, and related activities.
7. Products: all products supplied by Leather Repair NLD, such as maintenance products and materials.
8. Aviation sector: work carried out on aircraft, helicopters, or aviation-specific components.
9. Automotive sector: work carried out on cars, motorcycles, and other vehicles.
10. Maritime sector: work carried out on yachts, ships, and other maritime vessels.
11. International work: all work performed outside the Netherlands, including transport, customs formalities, and regulations.

2. Applicability of the General Terms and Conditions

1. These terms and conditions apply to all quotations, offers, work, orders, agreements, and deliveries of services and products by or on behalf of Leather Repair NLD.
2. Business clients do not have statutory consumer rights, such as the right of withdrawal.
3. Leather Repair NLD exclusively applies these general terms and conditions; the client cannot enforce their own terms.
4. Part 145 and Aviation Regulations: Leather Repair NLD is not responsible for compliance with Part 145 regulations unless agreed in writing. The client bears full responsibility for approval of materials and treatments used.
5. Work in the automotive, maritime, and aviation sectors is performed with full exclusion of liability for functional defects, certification requirements, and regulations.

3. Quotations and Offers

1. Quotations and offers are non-binding unless expressly stated otherwise.
2. A quotation is valid for a maximum of 14 days unless otherwise indicated.
3. Leather Repair NLD may withdraw quotations for B2B clients without stating a reason, even after acceptance.

4. For B2C transactions, the client may only make changes after acceptance of the quotation in consultation with Leather Repair NLD.

4. Prices and Payment

1. All prices are in euros, excluding VAT and other charges unless stated otherwise.
2. Prices may be unilaterally changed by Leather Repair NLD at any time.
3. For B2B clients, the agreed prices in the quotation/invoice apply without exception.
4. For B2C clients, prices may be adjusted in case of statutory changes (such as VAT increases).
5. The payment term is 8 days from the invoice date unless otherwise agreed.
6. For B2B assignments, payment must be made in advance or according to agreed terms.
7. For B2C assignments, the client must pay immediately upon delivery or after completion of the service.
8. In case of late payment, extrajudicial collection costs and interest (2% per month) will be charged.

5. Delivery and Execution

1. Delivery takes place while supplies last.
2. For B2B clients, the risk transfers to the client as soon as the product is handed over to the carrier.
3. For B2C clients, Leather Repair NLD remains responsible until the client physically receives the product.
4. Delivery times are indicative and may not be considered final deadlines.

6. Sector-Specific Liability Limitations

6.1 Leather Repair

Leather Repair NLD is not liable for:

- Colour deviations, adhesion issues, or accelerated wear.
- Hidden damage that becomes visible only during repair.
- Shrinkage or hardening after treatment.

6.2 Plastic Repair and Sticky Buttons

Leather Repair NLD is not responsible for:

- Breakage of internal mounting points due to age.
- Loss of original symbols during coating removal.
- Mechanical defects after repair.

6.3 Aviation, Automotive, and Maritime Sectors

Leather Repair NLD excludes all liability for:

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

7. Warranty and Liability

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

8. International Work

1. Leather Repair NLD is not liable for delays, customs formalities, or import restrictions.
2. The client is responsible for complying with local laws and regulations for international assignments.

9. Complaints and Notice of Default

1. B2B clients must report complaints in writing within 7 days.
2. B2C clients have 2 months to report complaints in writing.
3. Leather Repair NLD may offer an appropriate solution and is not obliged to provide refunds.

10. Force Majeure

Leather Repair NLD is not liable in cases of:

- Natural disasters, war, strikes, or pandemics.
- Issues with suppliers or carriers.
- Legislation preventing delivery.

11. Applicable Law and Competent Court

1. Only Dutch law applies to all agreements.
2. Disputes will be submitted exclusively to the court in Breda.

12. Final Provisions

1. Leather Repair NLD reserves the right to amend these general terms and conditions.
2. The most recent version is always available on the website and applies to new transactions.

13. Submission Conditions and Material Risk

13.1 Submission Conditions

All parts must be delivered fully disassembled and free of surrounding components.

Switch units may only be delivered as complete units.

Parts that are still mounted (such as door handles, navigation screens, centre consoles, door panels, or dashboard units) require additional work; this will always incur extra fees.

It is not possible to submit complete vehicles or partially disassembled interiors.

(Dis)assembly of parts is always the client's responsibility. If desired, Leather Repair NLD can refer to certified partners.

No additional (dis)assembly work will be carried out without prior consultation.

13.2 Additional Work & Age-Related Risk

Quotation prices apply to parts in normal, repairable condition.

Small tasks such as gluing loose parts or repairing superficial micro-cracks are included in the set price, provided they are reasonably manageable.

If during the process additional repair is required due to previous damage, non-original coatings, glue residue, breakage, hardening, or discolouration, this will be treated as additional work. Leather Repair NLD will inform the client before carrying out extra work.

13.3 Ageing and Material Degradation

Many parts processed by Leather Repair NLD are made of old PC-ABS or other age-sensitive plastics.

Over time, these materials lose plasticisers, harden, and build internal stress.

When exposed to products intended to remove coatings (such as solvent-based or strong cleaning agents), these stresses may release, causing stress cracking or spontaneous breakage.

Solvents may also dissolve small amounts of plasticisers and additives, further hardening the material.

The polycarbonate layer is susceptible to stress corrosion, involving polymer chain breakage.

Due to age, tension, and solvents, old PC-ABS may spontaneously break, even without visible cause. This risk cannot be reliably assessed beforehand and is considered force majeure.

Leather Repair NLD accepts no liability for breaks, cracks, or defects occurring during the process due to ageing, hardening, or material stress.

If a part becomes irreparably damaged, Leather Repair NLD can assist with reconstruction or replacement at cost price.

14. Leather Repair and Material Condition

Leather is a natural product with variations in fibre structure, toughness, and moisture balance. Leather Repair NLD works with the utmost care, but cannot guarantee that old or dried leather is structurally repairable.

Internal weaknesses or micro-fractures are not always visible and may cause tearing after repair or use.

Clients are advised to submit only supple, healthy leather without deep cracks, tears, or severe dryness.

If leather proves internally too weak during or after treatment, this is considered force majeure. Leather Repair NLD can offer solutions but is not liable for leather tearing apart.

Post-treatment with products not recommended by Leather Repair NLD voids all warranty.

15. Force Majeure for Material-Related Defects

Leather Repair NLD cannot be held liable for:

- Spontaneous breakage, cracking, or detachment of parts due to ageing, dryness, UV exposure, previous incorrect repairs, or chemical reactions with old coatings.
- Loss of symbols, text, or markings during removal of ageing coatings or sticky layers.
- Functional defects occurring after repair if caused by material wear or internal stress.

These circumstances are considered force majeure as Leather Repair NLD has no influence over the material's condition.

16. Retention of Ownership

All products, parts, and materials remain the property of Leather Repair NLD until all payment obligations are fulfilled.

17. Shipping and Transport

1. Leather Repair NLD is not liable for damage, loss, or delay during transport unless agreed in writing.
2. Transport is entirely at the client's risk. Clients are advised to pack and insure parts properly.

18. Storage and Uncollected Parts

1. After notification of completion, clients must collect or arrange shipment within 30 days.
2. After this period, storage costs of €5 per day may be charged.
3. After 90 days, parts may be disposed of without liability.

19. Confidentiality and Images

1. All client information, images, and business details are treated as confidential.
2. Images taken during work are used for documentation and quality control only.

3. Publication requires written consent.

20. Liability Limitation and Governing Law

1. Liability is limited to the invoice amount.

2. Leather Repair NLD is not liable for indirect or consequential damages.

3. Deviations from these terms must be agreed in writing.

4. Email or digital communication is considered legally valid.

5. Dutch law applies.

6. The court in Breda is exclusively competent.

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