These are the general terms and conditions of Junkie Company B.V. These always apply when you place an order through the Website and contain important information for you as a buyer. Read the general terms and conditions carefully. We also recommend that you save or print these terms and conditions so that you can read them again later.
If you have any questions or comments after reading these General Terms and Conditions, please contact us. The contact details are stated on the Website.

Table of contents

Article 1 Definitions 1
Article 2 Applicability of General Terms and Conditions 2
Article 3 Prices and information 2
Article 4 Formation of the Agreement 2
Article 5 Implementation Agreement 2
Article 6 Right of withdrawal 3
Article 7 Payment 4
Article 8 Warranty and conformity 5
Article 9 Complaints procedure 5
Article 10 Liability 5
Article 11 Retention of title 6
Article 12 Final provisions 6
Article 13 Model form for cancellation 6

Article 1 Definitions

1.1 The definitions in these General Terms and Conditions have the following meaning.

General Terms and Conditions **Â** These General Terms and Conditions.

Truck junkie The Junkie Company B.V. Company. established at Leije 16 (5422 VB) in Gemert in the Netherlands and registered with the Dutch Chamber of Commerce under number 69060126.

Consumer Any natural person who has entered into an Agreement with Truckjunkie acting outside his business or professional activity.

Customer Any natural or legal person, whether or not acting in the exercise of a profession or business, who has entered into an Agreement with Truckjunkie.

Agreement Every agreement between Truckjunkie and the Customer, of which the General Terms and Conditions form an integral part.

Website The Truckjunkie website, which can be consulted via www.truckjunkie.nl and all associated subdomains.

Article 2 Applicability of General Terms and Conditions

2.1 The General Terms and Conditions apply to all offers from Truckjunkie and all Agreements concluded with Truckjunkie, unless explicitly agreed otherwise in writing.

2.2 If the Client includes certain terms and conditions that deviate from, or do not appear in, the Truckjunkie offer or these General Terms and Conditions in its order, confirmation or communication that the Client accepts an offer from Truckjunkie, these deviating conditions are only binding for Truckjunkie, if and insofar as they have been explicitly accepted in writing by Truckjunkie.

2.3 In the event that specific additional terms and conditions apply in addition to these General Terms and Conditions, those terms and conditions also apply, but in the event of conflicting terms and conditions, the Client may always invoke the applicable provision that is most favorable to him.

Article 3 Prices and information
3.1 All prices stated on the Website and in other materials originating from Truckjunkie include VAT and, unless stated otherwise on the Website, other levies imposed by the government.
3.2 If shipping costs or other additional costs are charged, this will be clearly stated in time for the conclusion of the Agreement. In addition, these costs will be shown separately in the ordering process.
3.3 The content of the Website has been compiled with the greatest care. However, Truckjunkie cannot guarantee that all information on the Website is accurate and complete at all times. All prices and other information on the Website and in other materials originating from Truckjunkie are therefore subject to obvious programming and typing errors. Truckjunkie is not obliged to implement an Agreement that has been concluded under the influence of such a defect.
3.4 Truck junkie cannot be held responsible for (color) deviations due to screen quality.

Article 4 Conclusion of the Agreement
4.1 The Agreement is concluded at the moment of acceptance by the Customer of the offer of Truckjunkie and the fulfillment of the conditions set by Truckjunkie.
4.2 If the Customer has accepted the offer electronically, Truckjunkie will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed, only a Consumer has the option to terminate the Agreement.
4.3 If after the conclusion of the Agreement it appears that the Client has provided incorrect data, Truckjunkie has the right to fulfill its obligations only after the correct data has been received.
4.4 Truckjunkie can inform itself within legal frameworks whether the Customer can meet its payment obligations, but also of all facts and factors that are important for a responsible conclusion of the Agreement. If Truckjunkie has good reason not to enter into or cancel the Agreement on the basis of this investigation, it is entitled to refuse an order or request or to attach special conditions, such as (partial) prepayment to the implementation of the Agreement. .

Article 5 Execution Agreement
5.1 As soon as the order has been received by Truckjunkie, Truckjunkie will send the products as soon as possible with due observance of paragraph 3 below.
5.2 Truckjunkie is entitled to engage third parties to perform the obligations arising from the Agreement.
5.3 The Website clearly describes, in time for the conclusion of the Agreement, the manner in which delivery will take place and the period within which the products will be delivered. If no delivery period has been agreed or stated, products will in any case be delivered within thirty (30) days at the latest, otherwise the Client will, if he is a Consumer, have the right to terminate the Agreement. If Truckjunkie cannot deliver the products within the agreed period, it will inform the Customer of this as soon as possible.
5.4 Truckjunkie advises the Customer to inspect the products delivered and to report any defects that have occurred within a reasonable time, preferably in writing.
5.5 As soon as the products to be delivered have been received by the Customer, the risk with regard to these products is transferred to the Customer. If explicitly agreed otherwise, the risk is transferred to the Customer earlier. If the Customer decides to collect the products, the risk passes when the products are transferred.
5.6 Truckjunkie is entitled to deliver a similar product of similar quality as the ordered product, if the ordered is no longer available. Only the Consumer is then entitled to terminate the Agreement free of charge and to return the product free of charge, unless the deviation is so small that termination is not justified.

Article 6 Right of withdrawal

6.1 The right of withdrawal described in the table below only applies if the Customer is a Consumer. Customers who have placed an order other than in the capacity of Consumer do not have a right of withdrawal.

Right of withdrawal for Consumers

With the exception of the exceptions stated at the bottom of this informative text, you have the right to withdraw from the contract within 14 calendar days, without giving reasons. This is the so-called withdrawal period or reflection period.
The withdrawal period expires 14 calendar days after the day on which you or a third party designated by you (not being the carrier) has received the product. In the case where several products have been ordered, the day of the cooling-off period only starts on the day after you have received the last product.

Exercising the right of withdrawal

To exercise the right of withdrawal, you must send us a Junkie Company BV, Leije 16 5422VB Gemert the Netherlands, support@truckjunkie.nl, +31 (0) 492 34 79 37 via an unambiguous statement (eg in writing by mail or e-mail) to inform you of your decision to revoke the agreement. You can also use the European model withdrawal form for this, but use of this form is not mandatory. This form is included at the bottom of these Terms and Conditions.
If we offer you the option of completing the cancellation form electronically, we will immediately send you a confirmation of receipt of such cancellation on a durable medium (eg by e-mail).
It is therefore important to inform us within the cooling-off period that you are relying on the right of withdrawal.

Effects

If you revoke the agreement you will receive all payments that you have made up to that point (for the part to which the revocation relates), including the costs of delivery (with the exception of the extra costs resulting from your choice of a type of delivery other than the cheapest type of standard delivery), immediately and in any case no later than 14 days after we have been informed of your decision to revoke the agreement from us.
We will then pay you back with the same payment method as you used for the original transaction, unless we have expressly agreed otherwise. No costs are charged for carrying out the reimbursement.
We can postpone the reimbursement until we have received the products in question or until you have demonstrated that you have sent back the products, whichever occurs first.

Returning the products after cancellation

After cancellation you must return the products without delay and in any case no later than 14 days after the day on which you indicated the cancellation, or return them to us. You have met this obligation if you return the products concerned before this 14-day period has expired.
The direct costs for returning the products are for your own account.

Impairment and damage

You are liable for the loss of value of the products that is the result of use, other than necessary to determine the nature, characteristics and operation of the products. If this is the case, then we are entitled to offset this loss of value against the amounts that we would have to pay back to you. It is therefore important that you treat the product carefully and carefully during the cooling-off period. We also request that you always return the product with the original packaging, insofar as that is reasonably possible.

Exceptions to the right of withdrawal
The right of withdrawal does not apply to:

- *the delivery of goods that spoil quickly or that have a limited shelf life;*
- *the delivery of items that are not suitable for being returned for reasons of health protection or hygiene and for which the seal has been broken after delivery (such as: canned food, cosmetics);*
- *customized products or products that are clearly intended for a specific person (such as: a printed T-shirt or custom stickers);*
- *newspapers, magazines or magazines, with the exception of a contract for the regular delivery of such publications (such as: one-off issue of a magazine or newspaper).*

Return process
The Website contains more information about the return process offered by Truckjunkie.

Article 7 Payment
7.1 Customer must make payments to Truckjunkie according to the payment methods specified in the order procedure and possibly on the Website. Truck junkie is free to choose payment methods and these may also change from time to time. In the event of payment during or after delivery, the Client has a payment term of fourteen (14) days starting on the day after delivery, unless stated otherwise.
7.2 If the Customer does not meet his payment obligation (s) in time, this is, after he has been informed by the Truckjunkie of the late payment and Truckjunkie has granted the Customer a period of fourteen (14) days to still meet his payment obligations. , after payment has not been made within this fourteen-day period, the statutory interest is due on the amount still due and Truckjunkie is entitled to charge the extrajudicial collection costs incurred by it.

Article 8 Warranty and conformity
8.1 Truckjunkie ensures that the products comply with the Agreement, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and the legal provisions and / or government regulations existing on the date of the conclusion of the Agreement. If specifically agreed, Truckjunkie also ensures that the product is suitable for other than normal use.
8.2 A warranty provided by Truckjunkie, manufacturer or importer does not affect the legal rights and claims that the Customer already has and can invoke under the Agreement.
8.3 If the delivered product does not comply with the Agreement, the Client must inform Truckjunkie within a reasonable period of time after it has discovered the defect.
8.4 If Truckjunkie considers the complaint to be justified, the relevant products will be repaired, replaced or reimbursed after consultation with the Customer. The maximum reimbursement is equal to the price paid by the Customer for the product.
8.5 The foregoing does not affect the legal rights that belong to a Consumer.

Article 9 Complaints procedure
9.1 If the Customer has a complaint about a product and / or about other aspects of the services of Truckjunkie, the Customer can submit a complaint to Truckjunkie.
9.2 Truckjunkie gives the Customer a response to his complaint as soon as possible, but in any case within 14 days after receiving the complaint. If it is not yet possible to give a substantive or definitive response, then Truckjunkie will confirm the complaint within 14 days after receiving the complaint and give an indication of the period within which it expects to give a substantive or definitive response to the complaint. from Customer.

9.3 If you have entered into the Agreement as a European Consumer, if you are not satisfied with the way in which we have dealt with your complaint, you can also submit it to a national dispute committee via the European ODR Platform which can be found at https: / /ec.europa.eu/consumers/odr/.

Article 10 Liability

10.1 This article only applies if the Client is a natural or legal person who acts in the exercise of his profession or business.
10.2 The total liability of Truckjunkie vis-à-vis the Customer for attributable failure to comply with the Agreement is limited to reimbursement of a maximum of the price paid by the Customer for that Agreement (excluding VAT), with a maximum of two hundred euros.
10.3 The liability of Truckjunkie vis-à-vis the Customer for indirect damage, including in any case - but explicitly not exclusively - consequential damage, lost profit, lost savings, loss of data and damage due to business interruption, is excluded.
10.4 Apart from the cases mentioned in the previous two paragraphs of this article, Truckjunkie is not liable to the Customer for any compensation whatsoever, regardless of the grounds on which an action for compensation would be based. The limitations mentioned in this article will, however, lapse if and insofar as damage is the result of intent or deliberate recklessness on the part of Truckjunkie or in the event of damage due to death or personal injury.
10.5 The liability of Truckjunkie vis-à-vis the Customer for attributable failure to comply with an Agreement arises only if the Customer immediately and properly declares Truckjunkie in writing in default, thereby stipulating a reasonable period of time to clear the shortcoming, and Truckjunkie also after that period in the performance of the agreement. continues to fall short of its obligations. The notice of default must contain as detailed a description as possible of the shortcoming, so that Truckjunkie is able to respond adequately.
10.6 A condition for the existence of any right to compensation is always that the Customer reports the damage to Truckjunkie in writing as soon as possible, but no later than thirty (30) days after it arises.
10.7 In the event of force majeure, Truckjunkie is not obliged to compensate for any damage caused thereby to the Customer. Force majeure is understood to mean in any case malfunctions or failures of the internet, the telecommunications infrastructure, power failures, internal unrest, mobilization, war, obstruction in transport, strike, exclusion, business disruptions, stagnation in supply, fire, flood, entry and exit. export barriers.

Article 11 Retention of title

11.1 As long as the Customer has not made a full payment for the entire agreed amount, all delivered goods remain the property of Truckjunkie.
11.2 The retention of title also applies to any other, whether or not related, claim that Truckjunkie could obtain directly against the Customer due to the Customer's failure to fulfill one or more of its obligations towards Truckjunkie.

Article 12 Final provisions

12.1 Dutch law applies to the Agreement. If the Customer is a Consumer, this choice of law is without prejudice to the protection that the Customer enjoys at the place of his domicile under the mandatory law.
12.2 Insofar as mandatory law does not provide otherwise, all disputes that may arise under the Agreement will be submitted to the competent Dutch court in the district where Truckjunkie is located.
12.3 If a provision in these General Terms and Conditions appears to be void, this does not affect the validity of the entire General Terms and Conditions. Parties will in that case replace (a)

new provision (s), which will give shape to the intention of the original provision as much as possible in law.
12.4 In these General Terms and Conditions, "written" also means communication by e-mail and fax, provided that the identity of the sender and the integrity of the e-mail are sufficiently established.

Article 13 Model form for cancellation
13.1 Only complete and return the form below if you wish to withdraw from the contract. For the preconditions, see the provisions in Article 6.

Model form for cancellation
On:
Junkie Company B.V.
Leije 16
5422VB Gemert
The Netherlands
support@truckjunkie.nl

- I / We * share / hereby inform you that I / we * are regarding our agreement
the sale of the following products: [product description] *
the delivery of the following digital content: [indication of digital content] *
the provision of the following service: [designation of service] *,
recall / recall *

- Ordered on * / received on * [order date with services or receipt with products]

- [Name of consumers (s)]
- [Consumer address (s)]
- [Signature consumer (s)] (only when this form is submitted on paper)
** Delete what does not apply or enter what applies.*