Introduction
ES offers sellers of auto parts a complete Package to set up and manage a Web shop. The Terms and Conditions below form part of the Agreement you enter into with ES. If you use the Services of ES, you are a Webshop owner within the meaning of the following Terms and Conditions.

Article 1. Definitions

The words included in these General Terms and Conditions, each of which is written with a capital letter, have, both in plural and in singular, the meaning as described in this article.

1.1. Service: The performance to be provided by ES, further described in these General Terms and Conditions.
1.2. End Customer(s): the customers/visitors of a Webshop.
1.3. Office hours: working days (Monday-Friday, not being national holidays) from 9am-17pm.
1.4. Agreement: any arrangement or agreement between ES and Store owner. The General Terms form an integral part of the Agreement.
1.5. Partner Website: the Website/web shop of ES, accessible via www.eurostocks.com. The Webshop Holder's Products are also offered on it. Also referred to as 'Website' in these Terms and Conditions.
1.6. Package: complete solution for starting and managing a Webshop, which can be purchased in various variants, at various costs.
1.7. Products: the items that the Webshop owner offers to End-Customers via the Webshop.
1.8. In Writing: where the General Terms and Conditions, the Website, ES communications and the Agreement refer to Writing, this also includes communication by e-mail, provided that the identity of the sender and the integrity of the e-mail have been sufficiently established.
1.9 (General) Terms and Conditions: the present General Terms and Conditions.
1.10. Webshop: the (mobile) webshop of Webshop Holder accessible via the Internet, whereby the provision of the relevant webshop is a Service of ES.
1.11. Webshop Holder: the natural or legal person, acting in the course of his profession or business, who enters into an Agreement with ES.
1.12. ES: EuroStocks B.V., located at Jacob van Lennepkade 255hs in Amsterdam and registered with the Chamber of Commerce under number 34326885.

Article 2. Object Service

2.1. ES provides a complete Package for managing and maintaining a Webshop. Within this Package, ES provides hosting services, a software management solution, assistance with registration of a domain name and associated e-mail addresses. ES also provides links to

payment systems, providers and other online service providers. The packages differ from each other, particularly in the maximum number of Products to be offered in the Webshop.
2.2. In addition to complete Packages, ES offers a number of additional Services that can be purchased separately with each Package. These include the possibility to advertise directly on online marketplaces. The Agreement and the offer will determine which Services are concerned.
2.3. The Webshop Holder is not allowed to resell or rent the Webshop, or any other part of the Service provided by ES.
2.4. The Product(s) offered by Webshop Holder itself in its Webshop will also be offered to End Customers on the Partner Website. Webshop Holder is obliged to adequately process (and dispatch) orders made on the Partner Website. ES will ensure proper linking so that the Webshop Holder is aware of an order as referred to in this article.

Article 3. Conclusion and applicability

3.1. All offers of ES may be revoked up to five (5) working days after acceptance as referred to in Article 3.2. Unless ES has already started performing the Service.
3.2. The Agreement between ES and Web merchant is established by Written acceptance by Web merchant of the offer. However, not before ES has confirmed the acceptance of this offer.
3.3. All legal relations between Wvva and Webwinkelhouder are exclusively governed by the General Terms and Conditions of ES, unless expressly agreed otherwise in Writing between the parties.
3.4. The version of any communication received or stored by ES is deemed authentic, subject to proof to the contrary to be provided by the Webshophouder.

Article 4. Performance of Service

4.1. ES will perform the Service on a best-efforts basis. Any complaints must be communicated by Web Shop Owner in Writing and in detail within 14 days of the discovery of the fact about which there is a complaint, specifying a reasonable period for ES to resolve the complaint.
4.2. ES targets business customers, therefore an Agreement with ES is considered a business agreement. Any consumer law protection, such as the statutory cooling-off period on a distance contract, is therefore not afforded to Webshop Owner.
4.3. If Webshop Holder breaches these Conditions or ES suspects that Webshop Holder is in breach, ES has the right to cease providing the Service or to provide it on a limited basis. Shopper has no right to compensation and/or refund in any form in the case referred to in this article.
4.4. ES facilitates the Webshop, but does not engage in its operation. Also with regard to links with external services, payment (service) providers and accounting systems offered by third parties or other relations, ES has a purely facilitating and mediating role. Even if this is offered as a Service.
4.5. Webshop Owner is itself responsible for handling orders from and agreements with End Customers.
4.6. Webshop Holder is itself responsible for compliance with laws and regulations. This

explicitly includes the fulfilment of information obligations and other requirements of a consumer law nature ('distance selling') and any resulting claims if Webshop Holder does not comply with the legal requirements. Webshop Owner may publish information on its Webshop itself and indemnifies ES against any claims from third parties (including but not limited to End Customers and regulators) related thereto.
4.7. Webshop Owner can design the Webshop itself to a certain extent. However, the Webshop consists largely of parts already designed by ES, which cannot be changed.

Article 5. Registration of domain name

5.1. ES can mediate in obtaining a domain name. In that case, Webshop Holder must comply with the rules set by registering authorities for application, allocation or use of a domain name. The Web shop owner is and remains responsible and the owner of his requested domain name. ES plays an intermediary role and gives no guarantee that a request will be honoured. Only from the confirmation e-mail from ES, stating that the requested domain name has been registered, the Web shop owner can learn the fact of registration.
5.2. ES is not liable for the loss by the Web shop owner of his right(s) to a domain name or for the fact that the domain name is applied for and/or obtained by a third party in the meantime, except in the case of intent or gross negligence on the part of ES. Unless otherwise agreed, Webshop Owner is itself responsible for the renewal of the domain name registration. ES is only involved in obtaining the domain name, as part of the Service.
5.3. Webshop Owner is solely responsible for whether the domain name infringes any third party rights.
5.4. Webshop Owner who terminates the Agreement with ES may move the domain name of its Webshop to another hosting provider. ES will only assist in this, by transferring the mutation codes/keys, if they are not already in the possession of Web Shopper.
5.5. The Webshop owner is free to register a domain name himself for the purpose of the Webshop or to use a domain name that he already owns.

Article 6. Links

6.1. ES offers Webshop Owner the possibility to link the Webshop with external services such as, but not limited to, 'analytics services', search engines and online marketplaces that improve the findability of the Webshop and the Products.
6.2. Webshop Owner expressly accepts that search results and findability of the Webshop and the Products are entirely determined by the operators of the relevant service providers such as search engines and marketplaces. ES gives no guarantees in the results to be achieved.
6.3 ES offers various options and Services for this purpose, both in subscription form and in each case via a one-off payment per advertisement to be placed or product/service to be purchased. It is possible to purchase the links and Services referred to in this article within a package or later as a separate Agreement.

Article 7. SSL certificates

7.1. ES offers Webshop owner the possibility to purchase and install an SSL certificate on (parts of) the Webshop. Webshop owner is responsible for any cancellation and (annual) renewal of the SSL Certificate, unless otherwise agreed. It is also possible that a Webshop is provided with an SSL certificate by default (whether or not on some parts of the Webshop). In that case, Webshop owner is not responsible for the aforementioned cancellation and renewal, but an SSL certificate is part of a Package.
7.2. An SSL certificate cannot be transferred to another (hosting) provider or service provider, if Webshop Holder terminates the other Services with ES and continues a Webshop with another provider.

Article 8. Back-ups

8.1. ES makes daily server backups at fixed times. However, ES cannot guarantee any data published or stored in the administrator panel of the Webshop between backup periods.
8.2. The backups are not made available to Webshop Owner, but are only used by ES for data recovery in case of, for example, continuity problems and in a so-called "disaster recovery". When making a backup, the previously made backup is deleted.
8.3. A backup is made of the entire Webshop, there is no possibility to provide specific parts with a (periodic) backup in any other way.
8.4. A Webshop owner cannot back up the Webshop itself.

Article 9. Capacity

9.1. The number of (active) Products is limited and depends on the chosen Package.
9.2. All Packages have a predetermined number of Products to be placed.
9.3. Exceeding the capacity is not possible, unless switching to a more expensive Package.

Article 10. Updates and maintenance

10.1. ES will perform maintenance on Webstore and the underlying technology for the duration of the Agreement, with the aim of guaranteeing the continuity of the Service. Performing maintenance may temporarily affect the availability of the Webshop. ES will try to limit the negative consequences to an absolute minimum, but does not accept any liability in this respect, if, among other things, but not limited to, certain functionalities temporarily do not work or the webshop is completely unreachable.
10.2. If possible, ES will notify the Webshop owner in advance and in good time of any maintenance activities and will carry out the maintenance at times when the fewest possible End Customers visit the Webshop.
10.3. ES will keep the software it uses up-to-date. This includes complying with the recent standards of technology in the field of security and operation of the software and Service. ES decides whether to install updates or patches. Store owner should be aware that the Service offered by ES is not customised. Therefore, ES periodically makes general updates, being changes in software, functionality and layout that apply to all Webshop holders.

Article 11. Support centre

11.1. ES provides Web merchants with remote support. This support is included in the Service and incurs no additional cost. Telephone support is provided via the support centre during Business Hours. Support is also provided via e-mail. ES aims to answer support questions within a maximum of three working days.
11.2. If the question or wish exceeds the reasonably expected support and the Webshop owner wishes technical support in the form of programmable changes to the Webshop, such support falls outside the Package. ES will determine whether this is the case. In this case, ES will first consult with the Webshop owner about the extra costs and possibilities involved, before carrying out any work.
11.3. For support outside office hours, costs will be charged at ES' usual hourly rate. This will be indicated in advance and agreed separately.

Article 12. Change of Service

12.1. The Webshop owner can switch to another Package during the Agreement, so that the number of Products in the Webshop can be increased or decreased.
12.2. A change will take effect immediately and will also be charged to the Webshop Holder from the effective date.
12.3. If Webshop Owner switches to a higher and more expensive Package, ES will automatically start charging for use of the higher Package. If the switch is not made at the end of an invoice period, ES will invoice separately for the remaining period. In case of a reduction in the Package, the reduction will only be charged after the start of the next calendar month. Webshop owner should therefore still pay the more expensive Package for the entire current calendar month.

Article 13. Obligations of the Webshop owner

13.1. Store owner should immediately notify ES of changes in its registration details.
13.2. Store owner must keep its administrative username and password strictly confidential. Any action that takes place using the shop owner's administrative account is under the responsibility of the shop owner. If abuse is suspected, the Store owner should inform ES as soon as possible so that ES can take action.
13.3. The Store owner will ensure that all data, which ES indicates are necessary or which the Store owner should reasonably understand are necessary for the execution of the agreement, are provided to ES in good time. If the data required for the execution of this Agreement are not provided to ES in a timely manner, ES has the right to suspend the execution of the Agreement and/or to charge the Webshop Holder for the extra costs resulting from the delay at the usual rates.
13.4. ES is not liable for damages of any kind in the event that ES has relied on incorrect and/or incomplete data provided by the Web merchant, unless such incorrectness or incompleteness should have been apparent to ES.
13.5. The Webshop holder is prohibited from selling through the Webshop and any other channels such as through advertisements on online marketplaces:

offering goods that are (presumably) stolen, embezzled, fenced or otherwise originating from a criminal circuit;
to offer goods and/or services, if offering them constitutes a criminal offence;
to sell, duplicate or distribute data/products which infringe third-party intellectual property rights;
provide services and/or Products requiring a licence without the required licence or provide services and/or Products requiring registration in any public-law register and/or diploma without having fulfilled the registration or diploma requirement;
disclose information which is contrary to statutory provisions, public order and public morality;
intentionally spreading or allowing the spreading of viruses or other programmes which may damage equipment, software or data of third parties;
access or attempt to access computers or computer systems for which he is not authorised;
obstruct web shop owners or internet users and/or damage ES' web servers.
13.6. Webshop owner is obliged:
to comply with Dutch and European laws and regulations relating to information duties, arising, inter alia, from legislation on distance contracts, other provisions of the Civil Code, privacy laws, etc;
follow any instructions given by ES in connection with the use of its Services;
make use of the documents required by ES, such as, but not limited to, terms and conditions for the sale of Products, a return procedure and any other documents for the purposes of the Webshop made available by ES;
deliver the Products it offers through the Webshop, Partner Website and other channels, including but not limited to online marketplaces, subject to legally valid grounds;
to follow the legal return procedure (right of rescission), even if this concerns Products offered on Partner Website or through other channels.
13.7. The Webshop Holder has the obligation to ensure that his/her business-sensitive data or other data are protected from third parties. If such protection is not sufficient, the Webshop Holder is at all times obliged to take further security measures. For this reason, the Webshop owner should keep his login details strictly confidential towards third parties.

Article 14. Rights and obligations ES

14.1. Although ES will do everything in its power, ES does not guarantee the full availability of the Services at all times, unless agreed upon in a service level agreement (SLA).
14.2. ES is entitled to engage third parties to carry out its activities at its own discretion and without consulting the Web Shop owner.
14.3. ES is entitled to make changes to the Services as it deems fit, without prior consultation with the Webshop holder.
14.4. ES is authorised to take technical measures to protect ES affiliated Services and Webshops. If ES has secured the software by means of technical protection, Webshop Holder is not permitted to remove or circumvent this security.
14.5 ES provides documents for the benefit of Webshop, which Webshop Holder is obliged to use. These documents are compiled to the best-effort, but cannot guarantee full legal accuracy. If these documents change, ES will ensure that Webshop Owner receives a new version.

Article 15. Prices and payment

15.1. All prices are stated in ES' offer. Offers include quotations, price lists, but also any prices stated on the Website. These prices are exclusive of VAT and other government levies and are subject to programming and typing errors.
15.2. All invoicing shall take place in arrears via automatic monthly collection.
15.3. In the event of late payment, in addition to the amount due and the interest accrued thereon, the merchant will be obliged to pay in full both extrajudicial and judicial collection costs, including the costs of lawyers, bailiffs and collection agencies. In addition, ES will also have the right to suspend performance of the Agreement or any part not yet performed.
15.4 Each year (January), a price correction of up to 5% may be applied to the fixed monthly fee charged for a Package. Webshop owner then has the option to cancel the contract, in accordance with the standard notice period, as set out in these General Terms and Conditions. If Webshop Holder does not cancel, it agrees to the increase.

Article 16. Duration and termination

16.1 The Agreement shall in principle consist of a trial period of at least 1 month. After the trial period, the Agreement is extended for an indefinite period. Parties may terminate the Agreement at any time, but must observe a notice period of one calendar month. Termination at the beginning or at the end of the month makes no difference. In both cases, the contract ends on the last day of the following month. Termination can be done by sending an e-mail to: info@eurostocks.com. ES can terminate by sending a Written notice to Webshop holder.
16.2. ES is entitled to immediately terminate the Agreement in the event of behaviour by Webshop Holder that contravenes these General Conditions, laws and regulations and following complaints from End Customers.
16.3. After termination, Webshop Holder can request ES to receive a copy of its customer data, history and product data. ES can make a csv/xls file of this and provide it on a medium, such as a USB stick. Webshop owner can submit a request to this effect up to two weeks after termination, after which this right expires.
16.4. ES is entitled to terminate the Agreement in writing or by e-mail with immediate effect without further notice of default or judicial intervention and without being liable for any compensation of costs or damages in the following cases:
If the Webshop holder files for bankruptcy or is declared bankrupt;
Webshop owner applies for (temporary) suspension of payment or is granted (temporary) suspension of payment;
The Webshop owner is placed under guardianship or administration.
16.5. In all cases of termination, Webshop owner has no right to compensation in any form whatsoever.
16.6. In principle, ES will provide no further assistance with the transfer of the Webshop to another service provider in addition to the provisions of Articles 5.3 and 16.2.

Article 17. Intellectual property rights

17.1. ES offers Web merchants a SAAS (software as a service) service and maintains the entire Service. In no case does the Web Shop owner get access to the source code. Nor does the Store owner have the freedom to have the Store hosted by a party other than ES.
17.2. All intellectual property rights to all works developed or made available as part of the Service, such as software, documentation, advice, look and feel as well as preparatory material thereof, belong exclusively to ES or its suppliers.
17.3. The Webshop Holder only acquires a non-exclusive and non-transferable right to use the Service. The Service may be used for the operation of a single Webshop or for several, if agreed.
17.4. The Webshop owner is not permitted to remove or alter any indication of copyright, brands, trade names or other intellectual property rights from the Webshop.
17.5. In case of infringement, ES reserves the right to dissolve the contract, after which the Webshop owner will owe ES by operation of law a fine of € 5,000.00 per infringing act.

Article 18. Knowledge/deletion of content

18.1. ES will not take cognisance of data that Web merchant stores and/or distributes through the systems under ES' control, unless this is necessary for the proper performance of the Agreement (and support) or ES is obliged to do so under a statutory provision or court order. In such a case, ES will make every effort to limit access to the data as much as possible, insofar as this is within its power.
18.2. If a third party informs ES that the webshop contains information (such as, but not limited to, infringing Products, infringing texts and images, or prohibited Products in accordance with these General Terms and Conditions and/or law), which according to that third party infringes that third party's rights or is otherwise unlawful, ES will be entitled, if it is plausible that the publication of that information constitutes unlawful conduct, to close down the webshop with immediate effect. It is also possible to make only part of it inaccessible, or, for example, to remove a Product, text or image.
18.3. ES is also entitled in that case to disclose personal data of the Web Shop owner to a third party or to the competent authorities.
18.4. In case of potentially criminal information, ES is entitled to report this. In doing so, ES may hand over all relevant information about Web Shopper and the information to the competent authorities and perform any other acts that these authorities request ES to perform as part of the investigation.
18.5. ES will never be liable for damages of any kind suffered by the Web shop owner or its customers as a result of the disconnection of the service or as a result of the removal of the information or provision of personal data.

Article 19. Liability and force majeure

19.1. ES shall not be liable for direct damage as a result of an attributable failure in the performance of this Agreement, unless the damage is the result of intent or gross negligence of ES.
19.2. All liability on the part of ES as a result of indirect damage or consequential damage is

expressly excluded. This includes financial loss.
19.3. The Webshop owner indemnifies ES against all claims from third parties (including but not limited to claims from End-Customers, users of the Webshop and regulators) arising from the Agreement concluded with ES or relating to the Webshop and, if relevant, the information displayed thereon, Products, external services used, cookies used and other similar techniques. The indemnification also applies to third-party claims related to the agreements between End Customer and Web Shop Owner.
19.4 ES is not responsible for failures or unavailability of external services used by Webshop Holder to operate its Webshop.
19.5. In case of force majeure, being any situation beyond ES' control, which includes in any case malfunctions or breakdowns of the internet, telecommunication infrastructure, power failures, domestic riots, mobilisation, war, traffic jams, strikes, lockouts, business disturbances, illness of ES' personnel stagnation in supply, fire, flood, import and export impediments and in the event that ES is unable to deliver by its own suppliers, irrespective of the reason, as a result of which ES cannot reasonably be expected to perform the Agreement, performance of the Agreement will be suspended, without any obligation to pay damages.
19.6. In case Webshop Holder has failed to provide information that could have been relevant to the performance of a Service, it is also a case of force majeure.
19.7. Links and integrations offered by third parties developed to link the Web Shop to other applications, service providers, etc., or related to the operation of the Web Shop, are used at the Web Shop's own risk and ES accepts no liability for any damage caused by use of these links and integrations.

Article 20. Final

20.1. ES reserves the right to change its Service and therefore these General Terms and Conditions. Webshop Holder will receive the amended General Terms and Conditions by email. The latest Terms and Conditions will be automatically accepted unless Webshop Holder has objected In Writing within a period of 30 days from receipt of the amended Terms and Conditions. If there are minor changes of minor importance, Webshop Holder will always accept the Terms and Conditions.
20.2. Dutch law applies to the Agreement and General Terms and Conditions.
20.3. Change in management or legal form at ES shall not affect the Agreement.
20.4. Unless otherwise prescribed by the rules of mandatory law, all disputes that may arise as a result of the Agreement shall be submitted to the competent Dutch court in Amsterdam.
20.5. If any provision of the General Conditions turns out to be invalid, this shall not affect the validity of the General Conditions as a whole. The parties will replace (a) new provision(s), which will comply with the intention of the original General Terms and Conditions as much as legally possible.

Contact and company details

EuroStocks B.V.
Gietijzerstraat 28
3534AV Utrecht
info@eurostocks.com
+3130 227 3147

VAT: NL820434498B01
CHAMBER OF COMMERCE: 34326885