

BOVAG Warranty

➤ Conducted by Autotrust



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Congratulations on the purchase of your car! You bought your car with BOVAG Purchase Guarantee. This gives you 12 months of extra security. Your BOVAG dealership has outsourced the handling of warranty claims to Autotruster. We would like to tell you more about what this means for you and what we expect from you in case your car breaks down unexpectedly.

Who provides the BOVAG purchase guarantee?

The BOVAG dealership grants you the BOVAG purchase guarantee. Autotruster handles claim(s) on behalf of the selling BOVAG Car Company and ensures (if all conditions are met) that this guarantee is carried out. Thus, should something unexpectedly go wrong with your car. That means you can turn to Autotruster. Under the heading 'claim procedure' you can read more about how to submit a claim.

What does this mean for you?

The BOVAG Purchase Guarantee entitles you to almost all repairs at the selling BOVAG dealership or, only if the selling BOVAG dealership and Autotruster have approved this, at a BOVAG Network garage in your area. Whether you are in Groningen, Maastricht or Zoetermeer, etc., does not matter. There will always be a BOVAG Network garage near you. Which makes things a lot easier.

Not satisfied with the repair work done or have a complaint? If so, you can turn to Autotruster. The same applies if you have a complaint about Autotruster or one of our employees. You can find our internal complaints procedure at www.autotruster.nl.

The preceding paragraph does not affect your rights as expressed in the BOVAG Purchase Guarantee. You can count on BOVAG Help with Complaints if unexpected disagreements arise between you and the BOVAG dealership. BOVAG Help with Complaints attempts to provide a joint solution suitable for both parties. Are you unable to find a solution? If so, you have the possibility to submit the dispute to the independent Vehicle Disputes Committee in The Hague..

What is covered by the warranty?

Defects that have occurred within the warranty period or defects that were not apparent when you purchased your car. This implies that a part is broken or no longer meets the standard prescribed by the manufacturer. You can read more about this in the conditions of the **BOVAG Purchase Warranty**.

In what situations can Autotruster not handle your claim?

The situations listed below are situations in which Autotruster will no longer handle your warranty and you should address your claim to the BOVAG dealership:

- The BOVAG dealership has not registered your car for warranty through Autotruster;
- The BOVAG dealership does not meet its payment obligations to Autotruster;
- The agreement between the BOVAG dealership and Autotruster has been terminated;
- The BOVAG dealership applies for a moratorium on payments or is declared bankrupt (in which case you can contact the receiver).

Claim procedure

If something unexpectedly malfunctions, we ask that you report the defect online at www.autotruster.nl/claims and follow the steps below:

1. Enter the car's license plate number and current mileage.
2. Provide a brief description of the defect.
3. Check your details and click send claim report.
4. You will receive a confirmation email.
5. Click on the link in the email and make an appointment at the BOVAG dealership or (if applicable) a BOVAG Network garage to diagnose.

Important:

never give the order for a repair before you have received authorization for repair from Autotruster. No repair may be commenced until Autotruster has issued a price agreement, with corresponding authorization number. Autotruster will settle the reimbursement of the costs with the BOVAG dealership that sold you the car and gave you the BOVAG Purchase Guarantee and (if applicable) the BOVAG Network garage that carried out the repair.

A breakdown abroad?

In that case too, we ask you to submit the claim online and follow the step-by-step plan above. When you are abroad, the repair may only be started as soon as an agreement from Autotruster has been received. In case of a breakdown abroad, you may have to advance the costs yourself first. This paragraph does not affect your rights as stated in the BOVAG purchase guarantee.

Other terms and conditions

Privacy is important to us. We treat all personal information and data with care and in accordance with the General Data Protection Regulation (GDPR) and other laws and regulations.

We use your data to:

- Establish and maintain a contract with you;
- Comply with legal obligations;
- Improve products and services to better suit your needs
- Measure customer satisfaction;
- Inform you about related and relevant Autotruster products and services.



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WWW.AUTOTRUST.NL

Worry-free driving with a BOVAG Warranty conducted by Autotruster

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BOVAG USED CARS WARRANTY PROVISIONS

I - Statutory warranty (7:17 et seq. of the Dutch Civil Code)

The statutory warranty provides that the seller warrants that the product delivered complies with the agreement (conformity). In the event a problem arises within twelve months after delivery, the law assumes that the product purchased did not comply with the agreement, unless the seller demonstrates otherwise or the nature of the product or the nature of the deviation precludes this. If a product does not comply with the agreement, the buyer will in principle be entitled to repair or replacement free of charge, unless this cannot be required of the seller as referred to in Article 7:21 of the Dutch Civil Code.

II - The BOVAG Purchase Warranty in respect of used cars (see also article 14 paragraph 3 of the BOVAG Automobile Companies general terms and conditions)

The BOVAG Purchase Warranty concerns both the repair of defects that were not visible at the time of the purchase, as well as the repair of defects that arose during the warranty period of the BOVAG Purchase Warranty as a result of normal use, including significant signs of wear. The repair costs are entirely at the seller's expense. The BOVAG Purchase Warranty allows consumers to have a third-party repairer repair the defects covered by the BOVAG Purchase Warranty. This is subject to the condition that a need for immediate repair has occurred elsewhere. This need must be demonstrated by the consumer on the basis of the information provided by the third-party repairer and/or on the basis of the broken parts. The repairer must also be a BOVAG member if the repair is carried out in the Netherlands. The costs of repairs carried out elsewhere are reimbursed against the price level applicable at the seller's business. The BOVAG Purchase Warranty is provided by the seller for a period of twelve months after the issue of the certificate of the BOVAG Purchase Warranty. The BOVAG Purchase Warranty applies to the consumer and not to subsequent successors in title.

III - Exclusions to the BOVAG Purchase Warranty

- Repairs or replacement of parts when normal/customary servicing is carried out, insofar as not arising from defective performance of the servicing carried out by the seller prior to delivery, are not covered by the BOVAG Purchase Warranty.
- Nor does the BOVAG Purchase Warranty cover defects that are the result of intent, incorrect use or repairs that were not carried out within the seller's business or on its instructions. Nor does the BOVAG Purchase Warranty provide cover in case of damage caused by participation in speed races or speed trials.
- The BOVAG Purchase Warranty does not cover defects that arise outside the European Economic Area, unless the consumer is able to demonstrate that the defects did not arise as a result of local circumstances that deviate from those in the European Economic Area (inferior roads and fuel etc.).
- The BOVAG Purchase Warranty does not extend to the reimbursement of damage caused to persons and property or other costs resulting from parts becoming defective.
- The BOVAG Purchase Warranty does not cover appurtenances (accessories), tyres, radios and windows, nor changes made to the car that were made after delivery or the defects that arise therefrom.

IV - Mediation arrangement

In the event the consumer has complaints concerning the purchase of a used or new car, part or accessory, he must first hold the seller liable. If it becomes apparent that the consumer is not satisfied with the result of the manner in which the seller handled the complaint, the consumer will have the right to submit the complaint to BOVAG Mediation within six weeks after it arises. The mediation attempt will follow the regulations provided to the parties in advance. The address of BOVAG Mediation is: PO Box 1100, 3980 DC in Bunnik. Telephone no. 030 - 659 53 95 (local rate). Mediation requires that the consumer is able to invoke the BOVAG Purchase Warranty or the item purchased must have been delivered less than twelve months previously. If it concerns a newly-purchased car or newly-purchased parts or accessories, BOVAG Mediation can only be invoked if the consumer cannot invoke any warranty issued by the manufacturer or importer of this new item of property. The consumer may elect to submit the complaint to the disputes committee instead of BOVAG Mediation.

V - Dispute settlement rules

- Consumers are required to engage the Vehicles Disputes Committee of the Foundation for Consumer Complaints Boards

(in Dutch: de Geschillencommissie Voertuigen van de Stichting Geschillencommissies voor Consumentenzaken), c/o PO Box 90600, 2509 LP in The Hague (visiting address: Bordewijklaan 46, 2591 XR in The Hague) within twelve months after the date on which the consumer complained to the seller/repairer. Once the consumer has opted for the disputes committee, he can subsequently only take the matter to court after the disputes committee has declared that it has no jurisdiction or is incompetent, when appropriate, or to promptly ask the court to test the binding opinion issued by the disputes committee for reasonableness. This can be done in writing or in another method to be stipulated by the Vehicle Disputes Committee. A dispute will be deemed to exist if it is not resolved after complaint handling by the seller and/or via the mediation attempt of BOVAG Mediation.

- The Vehicles Disputes Committee delivers a decision in the form of a binding opinion in accordance with regulations notified to both parties to the dispute in advance.
- The consumer owes a fee to have the dispute processed by the Vehicle Disputes Committee.
- A decision of the Vehicle Disputes Committee cannot be challenged in court if more than two months have lapsed after it was sent and no appeal was lodged with the ordinary courts.

VI - Performance bond

BOVAG guarantees performance of the binding opinions of the disputes committee on the part of sellers affiliated with BOVAG. However, this is not the case if the seller decides to submit the binding opinion to the court for testing within two months and the court declares the binding opinion not binding and that ruling cannot be contested. The guarantee applies up to €910 and subject to the condition that the consumer assigns his claim against the seller to BOVAG. In the case of amounts exceeding €910, BOVAG will try to induce the seller to pay the excess through the courts. If that succeeds, anything collected in excess of €910 will be paid out to the consumer. BOVAG does not provide a performance bond if the consumer has not yet complied with the eligibility requirements for handling the dispute (payment of the complaint-filing fee, return of the completed and signed questionnaire and possible deposit) at the moment the seller is declared bankrupt, at the time the seller is granted a suspension of payment, or when the seller ceases its business. The bankruptcy or suspension of payment is apparent from the registration in the Commercial Register. In situations in which the business is terminated or the date on which the business termination is entered in the Commercial Register or an earlier date on which BOVAG can prove the business activities were effectively terminated is the determining factor. BOVAG will pay out up to a maximum of €910 per dispute if the insolvency or moratorium is granted or if the seller has terminated his business after the consumer has met the intake requirements.

VII - Final provision

The warranty certificate of the BOVAG Purchase Warranty must not be supplemented or changed. These warranty provisions were formed in consultation with ANWB and the Consumers' Association within the context of the Self-Regulation Coordination Group (CZ) of the Social and Economic Council. BOVAG will not change these warranty provisions until after this has been discussed with these organisations.

Supplementary to the twelve-month BOVAG Warranty Certificate (private) issued by the seller to the consumer, in respect of which the consumer declares that he has received a copy, this BOVAG Purchase Warranty may be extended for up to 24 months subject to the same conditions. This means that the warranty applies to the consumer himself and not subsequent successors in title. The consumer has the right to invoke the statutory warranty (7:17 et seq. of the Dutch Civil Code).

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