

Hollandico Vehicle Inspections

Terms and Conditions

Inspections are provided by Hollandico Bv or by any partners of Hollandico Bv

In these general terms and conditions for sellers, buyers, customers, shipping lines, terminals, in collaboration with Hollandico BV, Delftse Poort Weena 505, 3013 AL Rotterdam, The Netherlands with VAT nr: NL857 329 509 B01 and hereinafter referred to as Hollandico Bv, the following **Definitions** of words/phrases used in these terms and conditions have the following meanings:

Our/We and Us means Hollandico Bv

Agreement means the agreement between Hollandico Bv and the Customer pursuant agrees to procure that an Inspector carries out an Inspection in accordance with these terms and conditions.

Cancellation Fee means the amount payable by the Customer as referred to in clause 12 of these terms and conditions.

Customer/You means a customer of Hollandico Bv who places an order for an Inspection.

Fee means the amount payable by the Customer to Hollandico Bv for the Inspection as agreed.

Inspection means an audio visual vehicle inspection without a test-drive carried out by an Inspector for the Customer in accordance with these terms and conditions. Hollandico Bv provides a visual Inspection, which consists of different checks. Details of the checks that are involved are available on request and agreed beforehand.

Confirmation of the Inspection that the Customer has chosen to be carried out on the Vehicle (and the checks involved) will be included in the inspection report certificate, which Hollandico Bv sends to the Customer after the inspection.

Inspector refers to the qualified inspector who carries out the Inspection on behalf of Hollandico Bv. Inspections by dedicated Hollandico Bv Inspectors are subject to availability and may be supplemented by the use of appropriate third party agents.

Hollandico Bv will only accept responsibility for the actions of an agent where the agent is acting on the Hollandico Bv's direct instruction.

Report or Inspection Certificate means the written report produced by the Inspector as part of the Inspection, which includes the Planning name, Work order nr, Inspection date, Inspector name, registration details of the specific Vehicle inspected and its location, a list of checks carried out (depending on the type of vehicle) and an outline of any areas of concern which the Inspector has decided should be brought to the attention of the Customer.

Report Checklist means the list of areas which will be or have been checked by the Inspector as part of the Inspection.

Vehicle means the vehicle in respect of which the Customer requires an Inspector to carry out an Inspection.

General

1. Inspections are prepared from visual and external checks of the Vehicle only and are limited to the parts and/or items identified on the Report. Inspections do not involve dismantling or disturbing any structure, assembly, component or internal mechanism. The Inspector will not carry out a road test of the Vehicle. There are certain parts of the Vehicle which will not be looked at (see clause 5). You should read the Report Checklist and these terms and conditions carefully to see what will not be checked unless otherwise agreed in the Agreement.
2. A copy of the Report will be sent to You by email to the email address You provide when ordering an Inspection unless You request that we post the Report to You. Due to the nature of the internet and the virus-protection software utilised by your internet service provider or loaded on to your computer, it may not be possible in all cases to guarantee delivery of the Report by email. In the event that You do not receive Your Report within 48 hours of the Hollandico Bv Inspections taking place you must notify Us as soon as reasonably possible in order that We can resend Your Report to You. We shall not be liable to You for any failure to deliver a Report to the extent that non- delivery is outside of Our reasonable control.
3. Items which are listed on the Report Checklist as a part/item to be checked, but which are not reasonably accessible on the Vehicle, will not be inspected. In such circumstances, We will be under no obligation to inspect and/or report on the part/item in question and the Inspector will mark the relevant section of the Report accordingly.
4. The vehicle should be reasonably clean to ensure that the Inspector can clearly see and accurately report on the relevant vehicle parts inspected. Where the vehicle is not clean, the Inspector reserves the right not to comment on those parts and will mark the Report Checklist accordingly. In such case, the Report Fee shall be fully payable.

Exclusions

5. Without prejudice to clauses 1 and 2 above, the items **We do not check are:**

a) Any parts which require dismantling/ removing/ disconnecting or taking apart for inspection purposes;

b) Vehicle data checks

c) Oil and fuel consumption;

d) Source of oil leaks;

e) Brake lining material (other than what is immediately visible and can be seen without dismantling anything);

f) Brake fluid for contamination. Brake fluid will deteriorate over a period of time and We advise that it be replaced as recommended by the Vehicle manufacturer;

g) Operation of cassette, compact-disc players, TV/DVD/satellite navigation systems, Bluetooth or other in-car entertainment;*

h) Sound or radio reception and alarm systems;*

i) Cylinder compression, vehicle electrics and electronics which would require specific diagnostic equipment;

j) Exhaust emissions and/or catalytic converters. If this is assessed by the Inspector as passing the Inspection it only relates to confirming its external condition, gas tightness and security. The Inspector is unable to confirm its internal condition or effectiveness as this requires exhaust emission testing which is not included in the Inspection;

k) The accuracy of in-car computer systems (for example, but in no way restricted to, computers used for route finding, fuel efficiency or otherwise);

l) Exhaust emissions;

m) Air conditioning functions and efficiency*;

n) The habitation area of Motorhomes - The electrical systems and appliances, water fittings and appliances, and the gas fitting and appliances are not checked. These are beyond the scope of the standard Inspection.

o) Vehicle Technical Systems - Many vehicles are fitted or equipped with automatic or computerised operating systems, which may be controlled by microprocessors. These include engine-management systems, fuel systems, ignition systems, air-conditioning systems, lambda-controlled systems, stereo radio, cassettes, amplifiers, compact discs (single and multi), TV/DVD, satellite navigation, active and self-levelling suspensions, gearboxes, turbo-chargers and superchargers, anti-lock braking systems, four-wheel drive and electronic lockable differential units, traction control, alarm and immobiliser systems, catalytic exhaust systems, and variable camshaft timing systems.

p) Non-standard accessories as a result of personal modifications or otherwise.

Within the scope of the Inspection it is not possible to check fully the detailed operation of these systems due to the many variations in features and operating modes, and it is not possible to confirm that these systems are functioning fully to the manufacturers design specifications. As a result, the Inspector is unable to confirm the detailed operation of any of these systems other than giving an overall view and opinion on the performances generally inspected or checked. Therefore, We cannot be held in any way liable to You for failing to identify any malfunction or failure of any of these systems to perform to the specification as designed by the manufacturer;

*These items will be checked completely, but a brief check of functioning when possible in the available time-frame.

6. Furthermore, **the Inspection cannot:**

- a) confirm whether or not the passenger or luggage compartments (including the body or caravan area of any Motorhome) are watertight;
- b) or predict the life expectancy of exhaust systems, clutches or dual-mass flywheels;
- c) provide any indication of any faults which might have become apparent had the Vehicle been driven in excess of the speed reached or the distance travelled during any road test carried out by the Inspector;
- d) confirm that all or any of the components of the Vehicle are original components, or replacement components that have been manufactured by the manufacturer of the vehicle;
- e) confirm that the Vehicle would pass any country specific yearly vehicle inspection test.
- f) include the inspection of any parts, components or areas of the Vehicle that are not reasonably visible or accessible to the Inspector at the time of the Inspection;
- g) confirm authenticity of the Vehicle's Registration Document, the mileage, the inspection certificate, Licences, the Vehicle Identification Number (VIN), the Engine Number, the Registered Number or the Vehicle service history or check for any recall notices.
- h) Hollandico Bv recommends that You check with the Vehicle manufacturer that the Vehicle has not been subject to such notices.

7. The Inspection can only describe and/or identify defects actually found and/or which are reasonably capable of being found upon an external visual examination of the Vehicle at the time of Inspection. We cannot be held liable and are not responsible for any latent defects which are later discovered even when We can reasonably have been expected to see them during an Inspection conducted within the parameters of these terms and conditions. We cannot advise of defects if We cannot see them, or they are not apparent during the Inspection of the Vehicle concerned. In particular, please note that (without limiting the foregoing) Vehicles over 5 years old, those that have a high mileage and/or have been subjected to abnormal use may have latent defects. While such defects fall outside the scope of the Inspection and the Report is provided on this basis. Neither Hollandico Bv nor the Inspector will have any liability to You as a result of such defects.

8. Types of vehicles we don't inspect include:

- a) Disability controls and modifications
- b) Commercial refrigeration units fitted to vehicles
- c) Body tipping equipment fitted to a vehicle
- e) Tail lifts fitted to any vehicle.

9. **Please note** that used or new vehicles from an older construction year may contain serious internal, structural or mechanical defects and/or hidden corrosion, which will not be detectable from an external, visual examination. These vehicles may prove to be less reliable and may need more frequent repairs/servicing than recent new vehicles. While Our Inspectors take care to identify potential problems with the Vehicle from their external visual examination, You accept these and other disadvantages in owning or shipping a used or new vehicle from an older construction year and You accept that neither Hollandico Bv nor the Inspector will have any liability to You as a result of such defects.

10. If there is no documentary evidence of a recent engine timing belt (cam belt) replacement, We recommend that the belt of the Vehicle is checked and / or replaced before use.

11. If the Vehicle does not have a recent service history or it was not available to the Inspector at the time of the Inspection, then We recommend that a service in accordance with the Vehicle manufacturer's specifications be undertaken prior to use. This may highlight other defects, giving rise to repairs, which were not apparent from the external visual examination undertaken by the Inspector.

12. Please note that the life expectancy of an exhaust or clutch system is uncertain and difficult to predict. Without prejudice to clauses 1, 3 and 5 above, the fact that such items have not been identified as faulty on the Report does not and should not be taken to imply that such systems will have a continuing life expectancy from the time of Our check.

13. Road Testing

Is not in the scope of the inspections offered.

14. Obtaining necessary permissions, access to Vehicle etc

14.1 Hollandico Bv ensures that proper provision is made (including the obtaining of any necessary permission from the owner of the Vehicle) for the Inspection to be carried out at the parking location of the unit.

15. Fees and cancellations

15.1 The Fee must be paid at the time of booking the Inspection and needs to be on our account before the inspection will be planned unless otherwise agreed.

15.2 We reserve the right to refuse to carry out an Inspection or to issue a Report on any vehicle:

15.2.1 the Inspector cannot reasonably access;

15.2.2 or appears to the Inspector to be:

(a) not of standard production;

(b) modified or not in regular use (for example, which show signs of excessive corrosion on moving parts associated with being left standing and which may result in the Vehicle being unsafe to inspect);

and You acknowledge that in such circumstances We are entitled to treat the Agreement as terminated and to retain the Fee in full.

15.3. Subject to (ii) below, You do not have the right to cancel an Inspection and receive a full refund of the Fee.

(ii) If You: (a) agree with Us that We will perform an Inspection within 14 days of the date that You make the agreement with Us to carry out the Inspection.

(b) If meanwhile the Vehicle has been sold and/or shipped and we did not make any inspection expenses so far, your credit is not refundable but will remain available to inspect another Vehicle.

(c) The provisions of this clause shall also apply to re-tests.

16. Complaints

16.1 If You have a complaint or are dissatisfied with any Inspection carried out, please contact Us via Hollandico Bv as soon as possible. We may need to re-inspect the Vehicle to deal with the complaint if the vehicle is still at the agreed inspection place.

16.2 No repairs should be effected or any parts replaced on the Vehicle which is the subject of a complaint before the Vehicle has been re-inspected by Us. Should emergency repairs be required to make the Vehicle safe and which is then later to be the subject of a complaint to Us, then You must ensure that a complaint is made to Us (including notification of the need to carry out emergency repairs) within a reasonable time after discovering the problem, and that any faulty or worn parts which are repaired or replaced are retained for future re-examination by Us. We will not, under any circumstances, be responsible for the cost of any repairs carried out or parts replaced without Our previous agreement in writing.

16.3 We reserve the right to require another of Our Inspectors to re-inspect any Vehicle at Our own expense should it be considered necessary by Us to deal with any complaint and You are required to allow Our inspector to do so in accordance with these terms and conditions. We will provide an unbiased second opinion on the initial Report issued.

17. Matters outside of Our reasonable control

17.1. We will not be liable for delay to/non-performance of the Inspection due to events or circumstances outside Our reasonable control. We will take steps to minimise the effects of this where possible.

18. Exclusion of liability for loss

18.1. Hollandico Bv will only be liable to the Customer (and not to any other person) to the extent that Hollandico Bv fails to carry out the Inspection in accordance with

these terms and conditions. Without limiting the foregoing, You acknowledge that neither Hollandico Bv or the Inspector will be liable to You or any other person for any liability, loss, damage, claim, proceedings, costs or expenses (together referred to as “Losses”) suffered or incurred by You.

19 Enforcement of terms

19.1 Each of the clauses of these terms operates separately. If any court of relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

19.2 The Agreement is between You and Hollandico Bv. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any person in order to make any changes to these terms.

20 Use of personal information

20.1 Hollandico Bv will use your personal information for the purposes outlined in the fair processing notice in the Schedule below. Hollandico Bv privacy policy is also available on www.hollandico.nl

21 Interpretation

1. 21.1 The headings used in these terms and conditions are for convenience only and shall not affect the interpretation of their contents.

2. 21.2 These terms and conditions are governed by Dutch Law and You can bring legal proceedings in respect of the Inspections in the courts of The Netherlands.

22 Restrictions

22.1. Inspections can only be carried out on the agreed locations.

23 Report advice

23.1. You are strongly advised to discuss the findings within the Report with the seller or owner or booking party prior to making any decision to purchase or ship the Vehicle.

Schedule

Fair Processing Notice Using your personal information

Hollandico Bv will use your personal information to provide the Inspection You have requested and for administration and research purposes. Hollandico Bv may also use your personal information to prevent and detect fraud. Unless You have asked us not to do so, Hollandico Bv may contact You by post, email, telephone, SMS or other means about products and services offered by Hollandico Bv and/or selected partners which we think may be of interest to You.

Hollandico Bv may disclose your information to other people and organisations to enable Hollandico Bv to provide the Inspection You have requested or where legitimately required for legal or regulatory purposes including prospective legal proceedings. Occasionally these organisations may be outside Europe in countries that do not have the same standards of protection for personal information as Belgium or the Netherlands. By giving us your details You consent to such disclosure. Hollandico Bv will always use reasonable efforts to ensure sufficient protection is in place to safeguard your personal data as required by the Data Protection Act 1998.

Hollandico Bv may monitor and record communications with You (including phone conversations and emails) for quality assurance and compliance reasons. Where You give us information on behalf of someone else, You confirm You have their consent to do so and that they consent to the use of their personal information in accordance with this fair processing notice.