

## Repair Terms and Conditions – Drive2 Bonaire

### 1. Applicability

- 1.1 These terms and conditions apply to all services, activities, quotations, and agreements between Drive2 Bonaire, hereinafter referred to as "**the Workshop**", and the customer, concerning maintenance, diagnostics, and/or repairs of scooters, motorcycles, and quads.
- 1.2 Deviations from these terms are only binding if agreed upon in writing in advance.
- 1.3 By handing over the vehicle or placing an order, the customer acknowledges having read and accepted these terms and conditions.

### 2. Acceptance of Vehicles

- 2.1 Upon delivery of the vehicle, the customer must clearly specify any complaints, defects, or requested work.
- 2.2 The Workshop is not liable for existing or hidden defects that become apparent during or after the work.
- 2.3 The customer guarantees that the vehicle is insured and complies with all legal requirements (including taxes and registration). The Workshop is not liable for any damage or costs resulting from non-compliance.
- 2.4 The customer must remove all loose or valuable objects from the vehicle. The Workshop is not responsible for loss of or damage to personal belongings.

### 3. Estimates and Costs

- 3.1 All quotations are indicative and based on visible defects and standard expected labor time.
- 3.2 Additional defects or required parts may be discovered during the work. The final cost may deviate by up to 25% from the agreed amount without prior approval.
- 3.3 If a deviation of more than 25% is required, the customer will be informed. If the customer does not agree to the revised amount, the work already performed and incurred costs will still be charged.
- 3.4 Unless otherwise agreed, all prices are in United States Dollars (USD) and exclusive of taxes.

### 4. Execution of Work

- 4.1 The Workshop shall carry out the work to the best of its knowledge and expertise.
- 4.2 The Workshop reserves the right to subcontract parts of the work to third parties.
- 4.3 The customer authorizes test driving or functional testing of the vehicle if deemed necessary. Any damage resulting from a test drive is only the responsibility of Drive2 Bonaire in cases of intent or gross negligence.
- 4.4 All replaced parts become the property of Drive2 Bonaire, unless agreed otherwise.

### 5. Warranty

- 5.1 New parts and services are covered by a one (1) month warranty, provided the vehicle is used normally and no third-party modifications or repairs have been made.
- 5.2 No warranty is given on used parts or parts supplied by the customer, unless explicitly agreed upon in writing.
- 5.3 Electronic parts are non-returnable and excluded from any warranty, unless otherwise agreed in writing.
- 5.4 The warranty does not apply to:
  - Damage caused by misuse, negligence, or accidents;
  - Normal wear and tear or aging of components;
  - Damage caused by weather conditions or corrosion.

### 6. Liability

- 6.1 The Workshop is not liable for any form of direct or indirect damage, loss of profit, consequential damage, or delays, except in cases of intent or gross negligence.
- 6.2 The Workshop is not liable for damage to or theft of vehicles or property on its premises, whether stored inside or outside.
- 6.3 If liability is established, it is limited to the invoice amount of the specific service.
- 6.4 The Workshop is not responsible for any damage occurring during transportation unless the transport is performed by Drive2 Bonaire.
- 6.5 The customer is fully responsible for the accuracy of the information provided regarding the vehicle, such as year of manufacture, brand, maintenance status, and previous repairs.

## **7. Customer-Supplied Parts**

7.1 If the customer supplies their own parts, Drive2 Bonaire is not liable for defects, unsuitability, or incorrect specifications.

7.2 If the installation of customer-supplied parts results in additional labor, defects, or damage, these costs will be charged to the customer.

## **8. Payment and Right of Retention**

8.1 Payment must be made in full upon collection of the vehicle, in cash or by debit card, unless agreed otherwise in writing.

8.2 In the event of late payment, the customer is immediately in default, and interest of 1% per month will be charged on the outstanding amount.

8.3 Drive2 Bonaire has the right to retain the vehicle until full payment has been made (right of retention).

8.4 In cases of prolonged non-payment, Drive2 Bonaire may sell the vehicle publicly after formal written notice of default.

## **9. Uncollected Vehicles / Parts**

9.1 After the work is completed, the customer will be notified. The vehicle must be collected within seven (7) calendar days.

9.2 After this period, storage fees of USD 10 per day will be charged.

9.3 If the vehicle is not collected within ninety (90) days and the customer has been reminded repeatedly, the vehicle will be considered abandoned and may be transferred or sold to recover outstanding costs.

9.4 Specially ordered parts (paid or unpaid) will be stored for sixty (60) days. After this period, they become the property of Drive2 Bonaire. No refunds will be given.

## **10. Retention of Title**

10.1 All installed parts remain the property of Drive2 Bonaire until full payment has been made.

10.2 In the event of non-payment, Drive2 Bonaire reserves the right to reclaim delivered parts, regardless of their location.

## **11. Applicable Law and Disputes**

11.1 All agreements and disputes are governed by the law of the Caribbean Netherlands.

11.2 Disputes shall be submitted exclusively to the competent court in Bonaire.