

Terms of use Oldtimers ©

1. Applicability.

These terms of use ("Terms of Use") apply to the access to and use of this website www.oldtimers.nl ("website") by the visitor, offered by Oldtimers. Oldtimers is a trade name of Concorp B.V. in Oosterwijk, the Netherlands ('Concorp').

2. Changes.

Oldtimers can change (i.e. adapt, supplement and/or delete) the Terms of Use at its own discretion without prior notice. The modified Terms of Use will take effect immediately after the change has been posted.

3. Privacy Policy.

The Privacy Policy of Oldtimers applies to the Terms of Use if personal data is collected, stored, processed and / or provided via the website.

4. Disclaimers.

4.1 The website does not contain any offer or advice from Oldtimers relating to an agreement, unless explicitly stated otherwise. Oldtimers does not guarantee that the information on the website is suitable for the purpose for which the visitor consults the information.

4.2 The products displayed on the website may not be available in every country.

4.3 Oldtimers can restrict, refuse or terminate access to and use of its website in whole or in part at its own discretion without this leading to any liability towards the visitor or any third party.

4.4 All information and underlying data (including but not limited to text, images, images, links and (other) materials) on the website are available as they actually are and as they are actually available in whole or in part. Oldtimers and its affiliated companies - acting in their own name and for their own account and risk, as well as on behalf of, for the benefit of and for the account and risk of its affiliated licensors, licensees and suppliers (collectively 'Partners') - hereby expressly of all representations or warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement of any third party intellectual property right, operation and use of this website, insofar as this is applicable under Dutch law or under the law of another country by the court that considers itself competent in a dispute with Oldtimers, possibly its affiliated companies and possibly also with its partners to the exclusion of Dutch law declared is allowed.

4.5 Oldtimers, its affiliated companies and its Partners make every effort to keep the content of this website correct and complete where necessary. Despite the care and attention of Oldtimers, it is possible that a certain part is not (entirely) correct and/or complete and accurate where necessary, and Oldtimers accepts no liability towards the visitor or any third party on this point.

4.6 Oldtimers, its affiliated companies and its Partners exclude any liability for (I) not being able to use (parts of) the website, for (II) incorrect, untimely and/or interrupted use one or more times. of the website towards the visitor and any third party, including due to the failure of the internet, the network and/or hosting services, as well as (III) any result obtained by the visitor or third parties via or in connection with the website. Oldtimers and its affiliated companies strive to remedy any malfunction and restrictions as quickly as possible and to limit any inconvenience to visitors and third

parties as much as possible, without accepting any liability for this towards the visitor and third parties.

4.7 Oldtimers, its affiliated companies and its partners are not liable for (the existing and/or (possibly) future) harmful consequences of (I) any attempt to gain access to and/or use of this website by the visitor, the late delivery of electronic messages, interception and/or manipulation of electronic messages (for example by third parties, viruses or other software and/or files that cause damage or obstructions), (II) information and underlying data of visitors and/or third parties, not being companies affiliated with Oldtimers, on the website, (III) any viruses or other harmful elements that are or could be present in electronic communication via the website, as well as (IV) downloading or otherwise obtaining material by or through the use of the website, neither to the relevant visitor, nor to any other visitor or any third party.

4.8 The information placed on this website, which originates from third parties, only reflects the personal opinion of the third parties concerned. Old-timers are not responsible and/or liable for the content of this information.

4.9 The visitor to the website undertakes towards Oldtimers, its affiliated companies and its Partners not to initiate or allow processes to be initiated or to continue to exist of which he knows or can reasonably suspect that these processes will affect other visitors of the website or others who attempt to gain access to the website, i.e. could wholly or partially prevent or limit access.

4.10 The relevant visitor to the website indemnifies Oldtimers, its affiliated companies and its Partners against any claim from third parties against (one of) them, arising from the improper use of the website by this visitor and/or the attempt by this visitor to gain access to this website, or through the information submitted by this visitor via the website and the underlying data.

5. Hyperlinks and Deep Links.

Oldtimers, its affiliates and its Partners are not liable for the access to, use and content of websites of third parties where possible reference is made to the website of Oldtimers, neither to the visitor nor to third parties. The same applies to the possible collection, storage, processing and/or forwarding of the visitor's personal data on these third-party websites by the latter third parties.

6. Information or data provided by the visitor on the Oldtimers website.

6.1 The visitor undertakes towards Oldtimers, its affiliated companies and its Partners that the information provided by him on or via the website and the data on which it is based (i) does not constitute slander or libel towards (one of) them or any third party, (ii) may cause material harm to individuals or companies, or be harassing or harassing them, (iii) may violate the legal rights of any third party, be pornographic, indecent or profane, (iv) be objectionable on cultural or ethnic grounds or (v) suggest or encourage any illegal activity. Oldtimers has the right at all times to remove any information placed on its website in whole or in part at its own discretion, without this leading to any liability towards the relevant visitor or any third party. The visitor is responsible for the correctness and completeness as well as the quality and validity of the content of the information provided by him and the underlying data.

6.2 The visitor undertakes towards Oldtimers, its affiliated companies and its Partners to make all reasonable efforts to remove viruses or other destructive characteristics before sending data to Oldtimers via the website. Oldtimers has the right at all times, at its own discretion, to destroy in whole or in part any data it has received via its website, without this leading to any liability towards the relevant visitor or any third party.

7. Intellectual Property Rights.

7.1 All intellectual property rights regarding the design, (the method of) use, structure and content (i.e. the information placed on the website and the underlying data) of the website and/or the software for managing and publishing the website, are held by Oldtimers, unless stated otherwise. Visitors have the right to consult the website and may make a copy of certain pages of the website for their own non-commercial use. Without the prior written permission of Oldtimers, the visitor is not permitted to display parts of the website on a website of a third party, or to create links, hyperlinks or deep links between (any part of) the website of Oldtimers and any website of a third party.

7.2 The visitor guarantees that the information and underlying data - including but not limited to the content, structure and method of storage, submitted via the website - do not infringe any intellectual property right of a third party, any confidentiality obligation of the visitor or any confidentiality obligation of a third party, if and insofar as the visitor is aware of this or is reasonably supposed to be aware of it.

7.3 The visitor grants Oldtimers and its affiliated companies a worldwide, irrevocable, royalty-free, non-exclusive, sublicensable and transferable license to use, reproduce, derive create or otherwise edit, distribute, publicly perform and display in any media.

8. Limitation of Liability.

8.1 Oldtimers and its affiliated companies - acting in its own name and for its own account and risk, as well as on behalf of, for the benefit of and for account and risk of its affiliates – exclude any liability, to any visitor and any third party, for any existing and/or (possible) future direct, indirect, consequential, fine, special, incidental or other damages of any visitor and/or any third party arising out of or in connection with (the impossibility or limited possibility of) access to, (the impossibility or limited possibility of) using (the correctness and completeness, quality and validity of) the content (including the information submitted via the website and underlying data), structure, method of storage of/on the website, even if Oldtimers and/or its affiliated companies have been informed about the possibility of such damage, unless such damage is directly and exclusively was caused by an intentional error or gross negligence on the part of Oldtimers management.

8.2 If a visitor or a third party who claims to have suffered and/or threatens to suffer damage as referred to in Articles 4.7 and 9.1 and lives or is established in (a state of) a country where one of the aforementioned exclusions or limitations of liability or exclusions of warranties or confirmations as referred to in Article 4.4 is not permitted or not permitted to this extent or in this manner, such exclusions and/or limitations - under Dutch law or under the law of another country as determined by the court considers itself competent in a dispute with Oldtimers, possibly its affiliated companies and possibly also its Partners has been declared applicable by exclusively Dutch law - not applicable insofar as they are not considered applicable and / or valid by the court. In such a case, the exclusion or limitation will be limited to the highest degree of exclusion and/or limitation as permitted by the legal system applied by the court.

8.3 All software that is or becomes available for download from or through the website is subject to the terms of the relevant license agreement concluded by Oldtimers with a third party, including but not limited to the nature and scope of the warranties and limitations stated therein and/or or exclusions of liability; the aforementioned software has been made available to end users only and the visitor is not permitted to copy or distribute it.

8.4 The visitor must correctly use the word and figurative marks as well as trade names placed on the website if he refers to the products with these marks and trade names, and their use is only possible after prior written permission from Oldtimers.

9. Shut down or restrict access to the website. Oldtimers has the right at all times to shut down the website in whole or in part at its own discretion or to limit access to its website in whole or in part, without accepting any liability towards any natural person or company that seeks access to the website, any visitor and/or any third party.

10. Availability of the products placed on the website. Oldtimers does not guarantee that all products placed on its website are available in every country at any time.

11. Future Expectations.

The information and underlying data may contain certain future expectations regarding the correctness, completeness, accuracy and quality of (the current and (possible) future activities of) Oldtimers and its affiliated companies as well as the products and/or services offered by it. or services, in technical, rheological, financial, legal and/or fiscal terms, as well as in terms of taste experience of the products offered by Oldtimers. Unless explicitly stated otherwise in its general terms and conditions of delivery and payment, Oldtimers and its affiliated companies do not provide any guarantee regarding any future expectations as referred to in this article.

12. Governing Law and Dispute Resolution.

12.1 The Terms of Use are governed by and construed in accordance with Dutch law, without applying any existing Dutch law regarding conflicts of Dutch law with any other legal system.

12.2 Any disputes between Oldtimers and its affiliated companies with any visitor or any third party directly or indirectly related to access to and/or any use of the website will be settled by the Zeeland – West Brabant court location Breda, Netherlands, to the exclusion of any other court at home or abroad. Where possible, Oldtimers and its affiliates will initially propose alternative dispute resolution to the visitor or any third party.

12.3 The provisions of Articles 12.1 and 12.2 as well as Article 13 also applies to the Privacy Policy of Oldtimers, unless explicitly stated otherwise.

13. Severability of Individual Sections of the Terms of Use.

If any article of the Terms of Use is not or not fully in accordance with the legal system declared applicable by the court, the relevant part will not form part thereof, and the remainder of the relevant article and the other articles will remain in full force. The invalid part of any article will be replaced by a clause that, in scope and content, is as close as possible to the part declared invalid and is deemed legally valid by the court.

14. No Waiver.

If Oldtimers and its affiliated companies fail to make use of any right or remedy, this may not be construed as a waiver of that right or remedy with regard to the then current or (possible) future conduct of any visitor or any third party, towards any visitor or any third party.

15. Questions and Complaints.

Questions and complaints about this website can be sent to info@oldtimers.nl. © Oldtimers. 2019. All rights reserved